

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Ms. Monica Madrigal Lopez, President

Dr. Jesus Vega, Clerk

Mrs. Debra M. Cordes, Member

Mr. Denis O'Leary, Member

Mrs. Veronica Robles-Solis, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

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

REGULAR BOARD MEETING

Wednesday, March 4, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

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

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

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

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 VOTE:

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

A.2. Pledge of Allegiance to the Flag

Mrs. Sally Wennes, Principal at Lemonwood School, Academy of Communications Through Arts and Technology, will introduce Isela Robles, 7th grader in Ms. Alvarez' Class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

The District's Mission and Vision Statement will be read in English by Delilah Mauga, 5th grader in Ms. Llamas' Class; and The District's Vision and Mission Statement will be read in Spanish by Yuliana Martinez, 7th grader in Ms. Alvarez' Class.

A.4. Presentation by Lemonwood School, Academy of Communications Through Arts and Technology.

Mrs. Sally Wennes, Principal will provide a short presentation to the Board regarding Lemonwood School, Academy of Communications Through Arts and Technology. Following the presentation President Madrigal Lopez will present a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Anticipated Litigation: 1 case

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

Conference with Legal Counsel - Existing Litigation: 1 case
Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
The Board will consider student matters including:
- Case No. 19-05 Expulsion, Readmission and Expungement of Records (Action Item)

3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
- a. Public Employee Discipline / Dismissal/ Release
 - Resolution # 19-24 regarding Non-reelection of Probationary Certificated Employees (Confidential)
 - b. Public Employee Discipline / Dismissal/ Release
 - Confidential

A.8. Reconvene to Open Session (7:00 PM)

A.9. 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.

- a. Public Employee(s): Discipline/ Dismissal/ Release
 - Resolution # 19-24 regarding Non-reelection of Probationary Certificated Employees (Confidential)

Moved: _____

Seconded: _____

Vote: _____

ROLL CALL:

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

- b. Public Employee(s): Discipline/ Dismissal/ Release
 - Confidential

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

Moved: _____

Seconded: _____

Vote: _____

ROLL CALL:

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

A.10. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos para cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos para cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

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:
Vote:

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

ROLL CALL VOTE:

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

It is recommended that the Board approve the following consent agenda items:

C.1. Personnel Actions (Vaca/Nair-Villano)

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.

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

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

Abolish

A three and a half hour 180 day Campus Assistant position number 2973 to be abolished at Curren school. This position will be abolished due to the lack of work. The amount of savings for Campus Assistant will be \$10,862 to General fund.

Increase

A three hour 180 day Campus Assistant position number 6819 to be increased to five hours and forty five minutes at Curren school. This position will be increased to ensure student safety. The amount for Campus Assistant of \$13,788 to be paid out of General fund.

C.3. Enrollment Report (Penanhoat)

District enrollment as of January 31, 2020 was 15,680. This is 488 less than the same time last year.

C.4. Request for Approval of Out of State Conference Attendance (Penanhoat/Mitchell)

In the coming year, onsite notarial services for the District will be performed by Lydia Garcia, Executive Assistant, Business & Fiscal Services, and Argelia Tellez, Administrative Assistant, Information Technology. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer that the Board of Trustees approve out of state conference attendance as outlined above. The amount of \$2,600.00 for registration, travel and lodging, to be paid out of the General fund.

C.5. Purchase Order/Draft Payment Report #19-06 (Penanhoat/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-06 as submitted.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.6. Approval of Amendment #1 to Agreement #19-08 - Terra Firma Enterprises (Vaca/Magana)

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

At the Board Meeting of May 15, 2019, the Board of Trustees approved Agreement #19-08 with Terra Firma Enterprises, in the amount of \$37,000.00. It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager, that the Board of Trustees approve Amendment #1 to Agreement #19-08 with Terra Firma Enterprises. The amount not to exceed \$4,985.00 out of the Safety Credits fund.

C.7. Approval of Agreement #19-199 - 101 Jumpers (DeGenna/Wennes)

101 Jumpers will provide 5 inflatable attractions (aka "Jolly Jumpers"), 5 generators, and a popcorn machine, on Wednesday, March 11, 2020, for a Trimester 2 AR incentive for K-5th grade students at Lemonwood School. It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-199 with 101 Jumpers. The amount not to exceed \$1,180.00 out of Donations fund.

C.8. Approval of Agreement #19-200 - Children's Therapy Center (DeGenna/Madden)

Children's Therapy Center will provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2019-2020 academic year to complete occupational therapy evaluations. It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #19-200 with Children's Therapy Center. The amount not to exceed \$3,000 to be paid out of Special Education funds.

C.9. Approval of Notice of Completion, Thurgood Marshall Elementary School New Classroom Building Project (Penanhoat/CFW)

Construction work has been completed and accepted by the Architect of Record and the Department of the State Architect (DSA) Inspector of Record for the Thurgood Marshall Elementary School New Classroom Building Project. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the Ventura County Recorder's Office, for Construction Services Agreement #17-117, Thurgood Marshall Elementary School New Classroom Building Project with Bernards Bros. Inc.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.10. Ratification of Change Order No. 025 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

During construction of the Marshall New Classroom Building Project, many DSA course-of-construction design changes occurred affecting the project schedule. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 025 for Master Agreement #17-117 with Bernards. Seven Hundred Two Thousand Seven Hundred Four Dollars and No Cents (\$702,704.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If approved, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

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. Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution No. 19-21. (Vaca)

Oxnard School District (District) administration projects that there will be budget constraints in the 2020-21 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level. It is recommended that the Board of Trustees adopt the Reduction in Force and Resolution No. 19-21, as presented.

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

ROLL CALL VOTE:

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

D.2. Call for Nominations for CSBA Delegate Assembly (Dr. Aguilera-Fort)

It is the recommendation of the District Superintendent that the Board of Trustees consider whether or not it wishes to vote for four representatives for the 2020 CSBA Delegate Assembly, and have administration submit the official ballot on behalf of the Board of Trustees

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

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes

No meeting minutes will be approved at this meeting.

Section F: BOARD POLICIES

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

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

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

It is the recommendation of the Superintendent that the Board of Trustees approve the revisions to the Board Policies and Administrative Regulations as presented.

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

BUSINESS AND NONINSTRUCTIONAL OPERATIONS:

BP and AR 3580- District Records (Vaca)

PERSONNEL

AR 4040- Employee Use of Technology (Vaca)

California Penal Code Section 653.1 prohibits the release of balloons made of electrically conductive material and filled with a gas lighter than air, as part of a public or civic event, promotional activity, or product advertisement.

INSTRUCTION:

BP 6115 – Ceremonies and Observances (Penanhoat)

The added language is indicated by italicized font on the attached. The deleted language is indicated by strikethrough on the attached.

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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.

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.

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 28, 2020.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: March 4, 2020

Agenda Section: Section C: Consent Agenda

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:

Informational only.

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 MATERIALS:

Attached: [Personnel Actions 03.04.2020 \(four pages\)](#)

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

Arevalo, Estanilao	Special Ed Teacher	February 24, 2020
Gonzales-Villalpando, Rae	Teacher	February 24, 2020
Neville, Alicia	Special Education, Program Specialist	March 2, 2020
Liebig, Sarah	Substitute Teacher	2019/2020 School Year
Pantoja, Vanessa	Substitute Teacher	2019/2020 School Year
Trevor, Tiffany	Substitute Teacher	2019/2020 School Year
Valencia, Melody	Substitute Teacher	2019/2020 School Year

Resignations

Boden, Katrina	Teacher	June 18, 2020
Boyko, Ruth	Special Education Teacher	June 18, 2020
Kessler, Joann	Teacher	June 18, 2020
Kirk, Maria	Special Education Teacher	June 18, 2020
Montoya, Elizabeth	Teacher	June 18, 2020
Murillo, Eva	Teacher	June 18, 2020
Nelson, Kayla	Teacher	June 18, 2020
Olly, Amanda	Psychologist	June 26, 2020
Reid, Ryan	Teacher	June 18, 2020
Schultz, Kelly	Teacher	June 18, 2020
Torres, Fenella	Psychologist	June 26, 2020
Vorac, Michael	Teacher	June 18, 2020
Zamudio, Eva	Teacher	June 18, 2020

Retirement

Hammer, Stephanie	Teacher	June 30, 2020
Rodriguez, Nancy	Teacher	June 30, 2020
Owechko, Susan	Teacher	June 30, 2020

Promotions

Prater, Julie	Mathematics Manager	February 1, 2020
McGee, Theresa	Interim Special Ed. Manager	February 1, 2020

Unpaid Leave of Absences

Cochrane, Jenna	Teacher	March 16 – April 17 2020
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New Hire

Arreola, Kassandra	Paraeducator II, Position #7035 Special Education 5.75 hrs./183 days	02/10/2020
Najera, Katharine R	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	02/24/2020

Limited Term

Carrasco, Elda	Campus Assistant (substitute)	02/06/2020
Medina, Miguel B	Paraeducator (substitute)	02/11/2020
Mena, Ana C	Paraeducator (substitute)	02/07/2020
Orozco, Maria G	Paraeducator (substitute)	02/05/2020
Perez, Dayanara S	Paraeducator (substitute)	02/11/2020
Reyes, Natalie A	Paraeducator (substitute)	02/06/2020
Rivera, Herman	Paraeducator (substitute)	02/02/2020
Smith, Mariedith	Paraeducator (substitute)	02/03/2020
Villanueva Hernandez, Jaime	Paraeducator (substitute)	02/06/2020

Promotion

Leon, Ricardo C	Information Technology Project Coordinator, Position #9716 Information Technology 8.0 hrs./246 days Technology Services Technician, Position #2718 Information Technology 8.0 hrs./246 days	02/18/2020
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Increase in Work Days

Grande, Carmen E	School Office Manager, Position #1820 Marshall 8.0 hrs./215 days School Office Manager, Position #1820 Marshall 8.0 hrs./210 days	01/28/2020
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Transfer

Garcia Herrera, Lucrecia M	Child Nutrition Worker, Position #2840 McKinna 5.0 hrs./185 days Child Nutrition Worker, Position #2839 Elm 5.0 hrs./185 days	02/18/2020
Madrid, Sabrina	Campus Assistant, Position #8063 San Miguel 5.75 hrs./180 days Campus Assistant, Position #6546 Driffill 5.75 hrs./180 days	02/18/2020
Morales, Maria A	Child Nutrition Worker, Position #1831 Elm 5.0 hrs./185 days Child Nutrition Worker, Position #2789 McAuliffe 5.0 hrs./185 days	02/18/2020

In Lieu of Layoff

Barajas, Jessica M	Office Assistant II, Position #2156 Harrington 5.0 hrs./203 days Office Assistant II, Position #1818 Ramona 6.0 hrs./203 days	04/06/2020
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Camarena, Rosy R	Office Assistant II, Position #1983 Marshall 7.0 hrs./203 days Office Assistant II, Position #2156 Harrington 7.0 hrs./203 days	04/06/2020
Hurtado Magana, Rosacela	Office Assistant II, Position #329 Marina West 5.75 hrs./203 days Office Assistant II, Position #329 Marina West 7.0 hrs./203 days	02/18/2020
Iniguez, Sylvia	Office Assistant II, Position #1356 McAuliffe 6.0 hrs./203 days Office Assistant II, Position #2172 Ritchen 7.0 hrs./203 days	04/06/2020
Jasso, Maria De Jesus	Office Assistant II, Position #2172 Ritchen 7.0 hrs./203 days Office Assistant II, Position #1356 McAuliffe 7.0 hrs./203 days	04/06/2020
Morales-Hernandez, Lorena Y	Office Assistant II, Position #970 Brekke 7.0 hrs./203 days Office Assistant II, Position #970 Brekke 6.0 hrs./203 days	02/18/2020
Rivera, Matilde	Clerical Assistant, Position #877 McAuliffe 4.4 hrs./ 183 days Clerical Assistant, Position #877 McAuliffe 5.5 hrs./ 183 days	02/18/2020
Serrano, Yvonee	Office Assistant II, Position #2185 Sierra Linda 6.0 hrs./ 203 days Office Assistant II, Position #1823 Elm 6.0 hrs./ 203 days	04/06/2020
Torres Jr., Mark T	Paraeducator I, Position# 7183 McAuliffe 3.167 hrs./183 days Paraeducator I, Position #7183 McAuliffe 4.833 hrs./183 days	02/18/2020
Trejo, Leticia T	Office Assistant II, Position #1818 Ramona 6.0 hrs./ 203 days Office Assistant II, Position #1983 Marshall 7.0 hrs./ 203 days	04/06/2020

Additional Position

Layne, Maria	Campus Assistant, Position #9812 Early Childhood Education .50 hrs./180 days	02/03/2020
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Leave of Absence

Delgado, Gabriela T	Paraeducator III, Position #1942 Special Education 5.75 hrs./183 days	01/28/2020-05/07/2020 Tuesdays & Thursdays
Tapia, Aurora	Campus Assistant, Position #3036 Ritchen 5.0 hrs./183 days	02/10/2020-04/17/2021

Resignation

Hernandez, Guadalupe	Paraeducator II, Position #6733 Special Education 5.75 hrs./183 days	01/31/2020
Mendez, Cindy V	Paraeducator II, Position #6581 Special Education 5.75 hrs./183 days	01/30/2020
Van Someren, David	Electrician, Position #9223 Facilities 8.0 hrs./246 days	03/06/2020
Washington, Tanya	Campus Assistant, Position #6660 Curren 3.0 hrs./180 days	02/28/2020
Zendejas, Yvette M	Paraeducator I, Position #7170 Curren 3.16 hrs./183 days	02/28/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: March 4, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Abolish

a three and a half hour 180 day Campus Assistant position number 2973 to be abolished at Curren school. This position will be abolished due to the lack of work.

Increase

a three hour 180 day Campus Assistant position number 6819 to be increased to five hours and forty five minutes at Curren school. This position will be increased to ensure student safety.

FISCAL IMPACT:

Savings for Campus Assistant: \$10,862 General

Cost for Campus Assistant: \$13,788 General

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 4, 2020

Agenda Section: Section C: Consent Agenda

Enrollment Report (Penanhoat)

District enrollment as of January 31, 2020 was 15,680. This is 488 less than the same time last year.

FISCAL IMPACT:

N/A

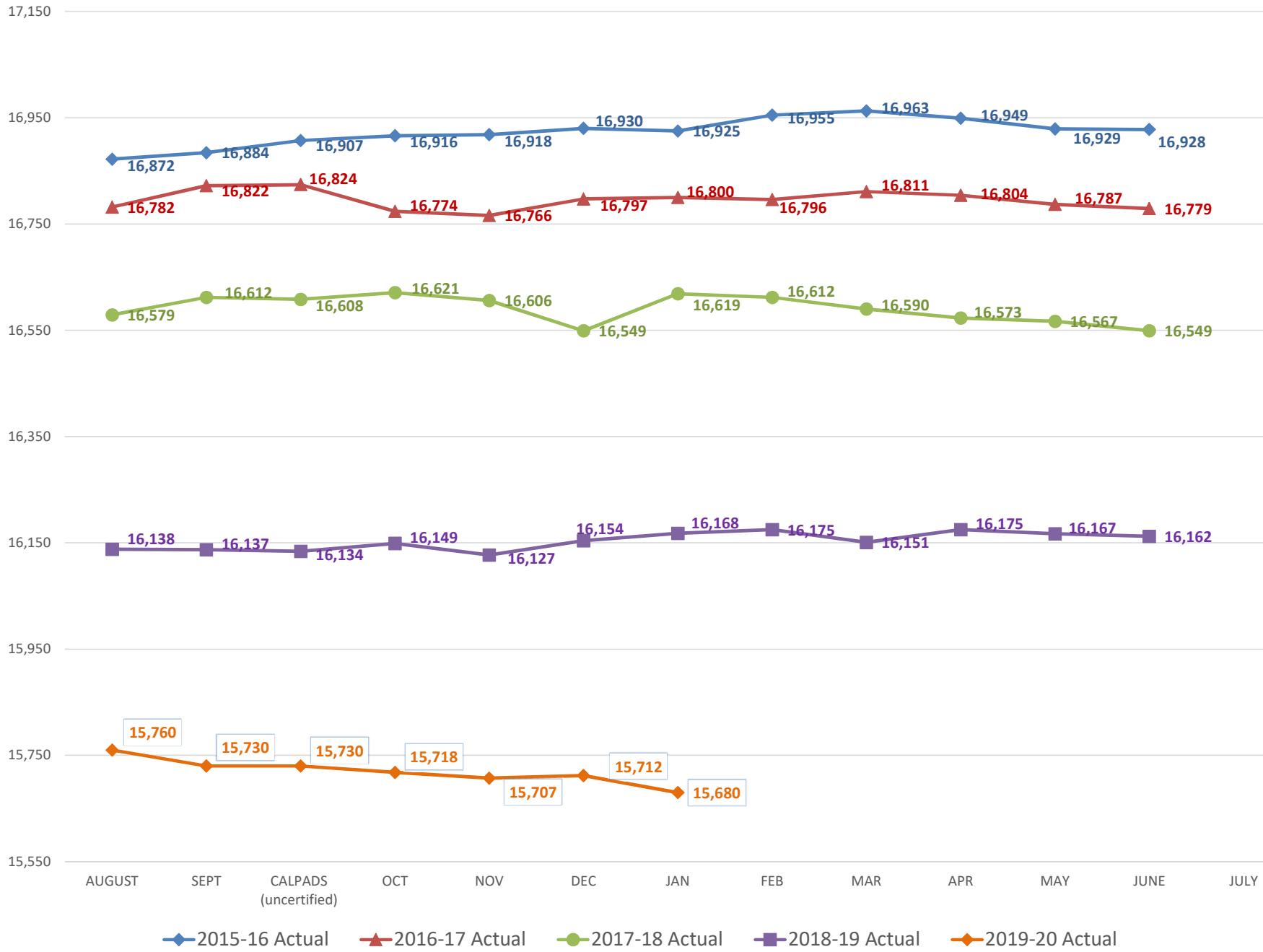
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph – Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 4, 2020

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (Penanhoat/Mitchell)

In the coming year, onsite notarial services for the District will be performed by Lydia Garcia, Executive Assistant, Business & Fiscal Services, and Argelia Tellez, Administrative Assistant, Information Technology. Both employees are active members of the National Notary Association (NNA). The NNA hosts an annual conference at various locations throughout the United States.

The National Notary Conference is the only resource of its type. It is specifically engineered to provide valuable information regarding the latest notary laws, increasing notary knowledge, and managing difficult situations and uncommon documents, via several days of workshops, hands-on exercises, and peer networking.

In order to best serve the needs of the district, it is critical that these employees are kept current on their obligations and duties as notaries, and informed about any changes in law pertaining thereto. To that end, the Board's approval is requested for Ms. Garcia and Mrs. Tellez to attend the NNA's Annual National Notary Conference in Scottsdale, AZ, June 7-10, 2020.

FISCAL IMPACT:

Approximately \$2,600.00 for registration, travel and lodging, to be paid from the General Fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Chief Information Officer that the Board of Trustees approve out of state conference attendance as outlined above.

ADDITIONAL MATERIALS:

Attached: [Conference Info \(1 page\)](#)
[Lodging Info \(1 page\)](#)



Early Bird Registration is open

June 7-10, 2020 Scottsdale, Arizona

- Workshops
- Sponsors
- Speakers
- Hotel
- Register

Join us in Scottsdale, Arizona, June 7-10, 2020 for the Notary Event of the Year!

Take advantage of early bird pricing and **register today**. Join hundreds of Notary professionals, visionaries, and leaders from around the country for an unparalleled educational and networking experience.

Whether you're looking to expand or build your Notary business, gain knowledge to help you manage difficult situations and uncommon documents, or get a refresher on Notary law, NNA 2020 is the event that promises unlimited growth.

REGISTER NOW

or call 1-844-4NNA-CONF

Discover your inner drive to grow and succeed.

Sincerely,

Tom Heymann
President & CEO
National Notary Association

- Workshops
- Sponsors
- Speakers
- Hotel
- Register

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A Minority-Owned Business | SOC Compliant
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Hotel & travel

Conference hotel

Talking Stick Resort
9800 E Talking Stick Way
Scottsdale, AZ 85256

[Hotel information →](#)

[Reserve your room →](#)

NNA room rate

We have secured a room block at the luxurious four-diamond Talking Stick Resort at a discounted rate of \$119 per night, plus a \$20 per night resort fee and 13.92% tax. The cost of your hotel room is not included in your Conference registration fee.



The NNA group rate is available on a first-come, first-served basis until **May 14, 2020, or until rooms sell out**. Making your hotel reservation early is strongly advised. We are unable to guarantee room availability or discounted room rates after the room block sells out, even if the room block sells out early.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 4, 2020

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #19-06 (Penanhoat/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 01/24/2020 through 02/20/2020 for the 2019-2020 school year, for \$831,771.26.
2. There have been no Draft Payments issued from 01/24/2020 through 02/20/2020, for the 2019-2020 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-06 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #19-06 \(10 Pages\)](#)

Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
NP20-00053	Gold Star Foods	CNS	stores	44,955.54
NP20-00054	P And R Paper Supply Co	CNS	stores	4,852.27
NP20-00055	Gold Star Foods	CNS	stores	21,860.27
NP20-00056	P And R Paper Supply Co	CNS	stores	6,324.52
NP20-00057	Gold Star Foods	CNS	stores	28,635.49
NP20-00058	Gold Star Foods	CNS	stores	37,623.46
P20-01705	Uline	ASES	MTRL/SUPL	21.05
P20-02846	SCHOLASTIC-MAGAZINES	RITCHEN	MATL/SUP-Instructional	48.63
P20-02847	CABE	ENGLISH LEARNE	Conf/LCFF-Parent Ed- LCAP 3.07	2,175.00
P20-02848	Calif Assn Of Latino Supt & Ad	ENGLISH LEARNE	CONF- LCAP 1.2-LCFF	275.00
P20-02849	Apple Computer Inc	BREKKE	EQUIPMENT	7,239.23
P20-02850	PIONEER SQUARE BRANDS INC BREN THAVEN	BREKKE	MATL/SUP-Instruction	930.18
P20-02851	Amazon Com	SAN MIGUEL	BKS-Instruction	237.62
P20-02852	Amazon Com	FREMONT	BKS-Instructional	182.16
P20-02853	Home County Pizza Inc Domino's Pizza	ASES	MTRL/SUPL	1,150.00
P20-02854	CSPCA	PERSONNEL	conf	2,300.00
P20-02855	Ventura Co Office Of Education	RAMONA	Travel/Conf.- GgleClassRM VCOE 1/22	80.00
P20-02856	Amazon Com	SIERRA LINDA	MATL/SUPP (Gonzalez)	172.33
P20-02857	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Services / Transportation	2,465.00
P20-02858	Office Depot Bus Ser Div	MARSHALL	MATL/SUP - Instruction	241.36
P20-02859	FOLLETT SCHOOL SOLUTIONS, INC	MARSHALL	BKS - Instruction	830.77
P20-02860	SCHOLASTIC-BOOK CLUBS	LEMONWOOD	BOOKS (Instructional)	41.48
P20-02861	ORIENTAL TRADING COMPANY	MCKINNA	matl/sup-instructional	228.23
P20-02862	US School Supply Inc	MCKINNA	matl/sup-instructional	368.24
P20-02863	AGAINST THE FLOW DJS	LEMONWOOD	SERVICES (Instructional)	360.00
P20-02864	AGAINST THE FLOW DJS	LEMONWOOD	SERVICES (Instructional)	360.00
P20-02865	AGAINST THE FLOW DJS	LEMONWOOD	SERVICES (Instructional)	360.00
P20-02866	ORIENTAL TRADING COMPANY	SIERRA LINDA	MATL/SUPP (Leftwich)	154.54
P20-02867	School Specialty Inc	SIERRA LINDA	MATL/SUPP (Leftwich)	53.90
P20-02868	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	233.70
P20-02869	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	619.40
P20-02870	Ventura Co Maritime Museum Inc Channel Islids Maritime Museu	MCKINNA	serv-instructional	480.00
P20-02871	Amazon Com	LEMONWOOD	BOOKS (Instructional)	168.36
P20-02872	Amazon Com	LEMONWOOD	BOOKS (Instructional)	196.94
P20-02873	Amazon Com	LEMONWOOD	BOOKS (Instructional)	88.21
P20-02874	Amazon Com	MARSHALL	MATL/SUP - Instruction	565.64
P20-02875	Battery Systems Inc	WAREHOUSE	Repairs	112.98
P20-02876	Amazon Com	FACILITIES	Materials and Supplies	105.61
P20-02877	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	564.66
P20-02878	Uline	WAREHOUSE	Stores Supplies	572.46
P20-02879	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	687.88
P20-02880	School Health Corporation	WAREHOUSE	Stores Supplies	876.43
P20-02881	Lifetouch NSS Acct Receiveable	LEMONWOOD	MATT/SUPP - Instruction	1,500.00
P20-02882	Jordanos Inc	WAREHOUSE	MATLS	140.85
P20-02883	NABE	DLI	CONF-NABE	1,290.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02884	Superior Sanitary Supplies	ELM	Mat/Sup - Instructional	605.99
P20-02885	CASBO	IT	TRAVEL/CONF	910.00
P20-02886	ACSA/FEA	FACILITIES	CONF	329.00
P20-02887	Lakeshore Learning Materials	EARLY CHILDHOOD	Mat/Sup - Instruction	281.77
P20-02888	Petroleum Telecom Inc DBA Telecom	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	387.90
P20-02889	SCHOLASTIC-MAGAZINES	CURRENT	mat/sup - instructional	79.36
P20-02890	Pearson	Special Ed	MAT/SUPL	473.99
P20-02891	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Saldana)	366.26
P20-02892	SCHOLASTIC-MAGAZINES	CURRENT	mat/sup - instructional	249.87
P20-02893	Lakeshore Learning Materials	MARSHALL	MATL/SUP - Instruction	344.46
P20-02894	Lakeshore Learning Materials	MARSHALL	MATL/SUP - Instruction	427.66
P20-02895	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	4,610.16
P20-02896	Veritiv Operating Company	WAREHOUSE	Stores Supplies	2,909.25
P20-02897	HYATT REGENCY SUITES- PALM SPRINGS	SUPERINTENDENT	TRAVEL/CONF	555.07
P20-02898	AC Supply Co	RAMONA	Mat/supplies-rocket supplies (STREAM Activity)	848.89
P20-02899	SCHOLASTIC-MAGAZINES	CURRENT	mat/sup - instructional	303.46
P20-02900	J. JESUS GUZMAN ZAVALA PERFECT DESIGN	SORIA	Mats/Sup - Instructional	852.52
P20-02901	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Tobin)	76.35
P20-02902	SCHOLASTIC-FACE AND LITERACY INITIATIVES	SAN MIGUEL	Books	768.04
P20-02903	ORIENTAL TRADING COMPANY	SORIA	Mats/Sup - Instructional	111.68
P20-02904	BARNES AND NOBLE BOOKSELLERS, INC.	SAN MIGUEL	Books other than Textbooks	843.04
P20-02905	Ventura Co Office Of Education SELPA	ED SERVICES	CONF	250.00
P20-02906	Ventura Co Office Of Education	ED SERVICES	CONF	100.00
P20-02907	HILTON WORLDWIDE INC P55 HOTEL OWNER LLC	HAYDOCK	TRAVEL/CONF-ADMIN	1,600.02
P20-02908	HILTON WORLDWIDE INC P55 HOTEL OWNER LLC	HAYDOCK	TRAVEL/CONF-ADMIN	800.01
P20-02909	HILTON WORLDWIDE INC P55 HOTEL OWNER LLC	HAYDOCK	TRAVEL/CONF-INSTRUCTION	800.01
P20-02910	HILTON WORLDWIDE INC P55 HOTEL OWNER LLC	HAYDOCK	TRAVEL/CONF-INSTRUCTION	4,000.05
P20-02911	Pearson	Special Ed	MAT/SUPL	20,000.00
P20-02912	Shaw Hr Consulting	HR	Consulting	4,994.08
P20-02913	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,280.23
P20-02914	Jordanos Inc	CNS	supplies-046,055	127.95
P20-02915	Jordanos Inc	CNS	supplies	1,091.92
P20-02916	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	HARRINGTON	T1/SERV	4,800.00
P20-02917	Uline	ASES	MTRL/SUPL	219.81
P20-02918	Home Depot Inc	GRAPHICS	MATL/SUP	262.65
P20-02919	School Life, div of ImageStuff	ELM	MATL/SUPP-INSTRUC	88.31
P20-02920	Children's Museum of Santa Barbara, MOXI	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	470.00

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02921	Franklin Covey	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	238.48
P20-02922	CASBO	PERSONNEL	Serv	250.00
P20-02923	Amazon Com	ELM	MATL/SUPP- INSTRUCTIONAL	179.01
P20-02924	TROPICANA LAS VEGAS INC	DLI	CONF-NABE	1,247.64
P20-02925	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Lemonwood	2,277.50
P20-02926	Amazon Com	ASES	MATL/SUP	261.52
P20-02927	Westin St Francis Hotel	PERSONNEL	conf	2,781.76
P20-02928	UPS - FREIGHT	ERC	Package return	53.88
P20-02929	Jordanos Inc	CNS	supplies-038	430.35
P20-02930	Amazon Com	MARINA	MATL/SUPL - Instructional	602.73
P20-02931	Ventura Co Office Of Education	Pupil Srvs	CONF	120.00
P20-02932	Amazon Com	FACILITIES	Materials and supplies	31.83
P20-02933	Jobs Available Inc	PERSONNEL	Serv	401.00
P20-02934	Amazon Com	FACILITIES	Materials and Supplies	32.69
P20-02935	Amazon Com	FACILITIES	Materials and Supplies	44.58
P20-02936	Lookout Books	MARINA	BOOKS OTHR THAN TXBKS/Instructional	263.08
P20-02937	Jordanos Inc	CNS	supplies	5,570.03
P20-02938	Battery Systems Inc	GRAPHICS	Supplies to Repair Equipment	430.18
P20-02939	Mathcounts Foundation	FREMONT	SERV-Instructional	200.00
P20-02940	Ventura Co Office Of Education	BREKKE	CONF-Instructional	3,600.00
P20-02941	JOSTENS INC/ MERIDIAN STUDENT PLANNERS	DRIFFILL	matl/supp-instructional	2,768.90
P20-02942	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	210.46
P20-02943	Starfall Education Foundation	SIERRA LINDA	Software - Instructional	270.00
P20-02944	Greenfield Learning Inc	SIERRA LINDA	Software - Instructional	9,900.00
P20-02945	CABE	HAYDOCK	CONF/INSTRUCTION	2,900.00
P20-02946	Pearson	Special Ed	SERV	7,220.00
P20-02947	GENERATION GENIUS, INC	SIERRA LINDA	Software - Instructional	360.00
P20-02948	Jordanos Inc	CNS	supplies	817.40
P20-02949	Food Safety Systems	CNS	supplies	20.00
P20-02950	National Notary Association	ED SERVICES	SERV	711.52
P20-02951	Amazon Com	DLI	MATL/SUP LCAP 1.08	2,258.40
P20-02952	ACSA/FEA	IT	CONF/Travel	329.00
P20-02953	SPECIALIZED BUSINESS SYSTEMS, INC	HR	Repair	8,244.15
P20-02954	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	791.71
P20-02955	Petroleum Telcom Inc DBA Telec om	TRANSPORTATIO	REPAIRS	670.00
P20-02956	CUE, INC	IT	CONF/TRAVEL	369.00
P20-02957	El Pollo Loco	ED SERVICES	Matl/Serv	1,500.00
P20-02958	STONEFIRE GRILL, 11 INC	ED SERVICES	Matl/Serv	1,500.00
P20-02959	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,463.49
P20-02960	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	2,082.27
P20-02961	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P20-02962	Regency Lighting	WAREHOUSE	Stores Supplies	1,033.32
P20-02963	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,037.96
P20-02964	Southwest Airlines	HAYDOCK	TRAVEL/CONF	815.84

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-02965	Amazon Com	MCAULIFFE	MATL/SUPL_ Instructional	76.32
P20-02966	Amazon Com	SAN MIGUEL	Materials & Supplies	561.07
P20-02967	Amazon Com	SAN MIGUEL	Materials & Supplies	183.52
P20-02968	Amazon Com	IT	Comp Sup (LCAP 1:19)	19.37
P20-02969	Ventura Co Office Of Education	SAN MIGUEL	Conference	30.00
P20-02970	Amazon Com	SORIA	BKS - Instructional	2,306.59
P20-02971	Amazon Com	SORIA	BKS - Instructional	297.69
P20-02972	SCHOLASTIC INC	SORIA	Matls/Sup - Instructional	1,941.44
P20-02973	SCRIPPS NATIONAL SPELLING BEE INC	DRIFFILL	SERV-instructional	229.50
P20-02974	Golf N Stuff	MCKINNA	serv-instructional	3,068.00
P20-02975	Amazon Com	SORIA	Matls/Sup - Instructional	146.50
P20-02976	Amazon Com	SORIA	BKS - Instructional	824.25
P20-02977	Amazon Com	SORIA	Matls/Sup - Instructional	235.43
P20-02978	Amazon Com	SORIA	Matls/Sup - Instructional	863.72
P20-02979	Amazon Com	RITCHEN	MATL/ SUP-Instructional	143.54
P20-02980	SCHOLASTIC INC	SORIA	BKS - Instructional	140.61
P20-02981	Amazon Com	SORIA	BKS - Instructional	2,649.94
P20-02982	Amazon Com	DRIFFILL	BOOKS-instructional	465.02
P20-02983	El Pollo Loco	ED SERVICES	Matl/Serv	1,500.00
P20-02984	MAGDA WEYDT FRESH & FABULOUS C AFE	RAMONA	Matl supplies- SSC meeting food	218.88
P20-02985	Amazon Com	FACILITIES	Materials and Supplies	148.35
P20-02986	Amazon Com	FACILITIES	Materials and Supplies	38.80
P20-02987	Amazon Com	FACILITIES	Materials and supplies	71.64
P20-02988	Stenhouse Publishers	RITCHEN	Books other than Textbooks-Instructional	47.41
P20-02989	MASCOT JUNCTION INC	MCAULIFFE	MATL/SUPL-Instructional	214.73
P20-02990	BARNES AND NOBLE BOOKSELLERS, INC.	SORIA	BKS - Instructional	1,208.27
P20-02991	Nasco	MARINA	MATL/SUPL-Instructional	506.91
P20-02992	Lakeshore Learning Materials	SORIA	Matls/Sup - Instructional	273.57
P20-02993	Ashton Awards Inc Aswell Troph y	RAMONA	Matl/supplies- AR Ribbons	1,140.00
P20-02994	Ashton Awards Inc Aswell Troph y	LEMONWOOD	MAT/SUPPLIES (Instructional)	11.64
P20-02995	Printech	MARSHALL	MATL/SUP - Instruction	500.00
P20-02996	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	22,665.53
P20-02997	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	280.00
P20-02998	ESCAPE TECHNOLOGY, LLC	HR	Conference	700.00
P20-02999	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	1,526.50
P20-03000	FAMCON PIPE & SUPPLY INC	FACILITIES	Materials and Supplies	1,000.00
P20-03001	Shaw Hr Consulting	HR	Consulting	2,200.35
P20-03002	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,182.31
P20-03003	MOSYLE CORPORATION	IT	SOFTWARE (Lic MDM)	79,200.00
P20-03004	RIO VISTA DEVELOPMENT THE GARL AND HOTEL	IT	CONF/Travel	727.14
P20-03005	School Nurse Supply Co	FREMONT	Materials and Supplies (Instructional)	121.29
P20-03006	School Tech Supply	IT	Comp Sup (LCAP 1:19)	85.41
P20-03007	Gopher Sport	LEMONWOOD	MAT/SUPPLIESi (Instructional)	113.40
P20-03008	Amazon Com	MCAULIFFE	MATL/SUPL-instructional	249.44
P20-03009	Jordanos Inc	WAREHOUSE	Stores Supplies	794.04

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03010	PRENTKE ROMICH COMPANY THE CEN TER FOR AAC AND AUTISM	Special Ed	TRAVL/CONF (A.Dom)	294.00
P20-03011	ACSA/FEA	Special Ed	Conference(ECC-Edwards)	225.00
P20-03012	Wiley Publishing, Inc	Special Ed	MAT/SUPL	62.03
P20-03013	RUG-ED PRODUCTS INC	Special Ed	MATL/SUP (AAC)	262.80
P20-03014	Lakeshore Learning Materials	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	298.42
P20-03015	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Pera)	199.31
P20-03016	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	602.11
P20-03017	Amazon Com	Special Ed	MATL/SUP (J.Lockwood)	30.70
P20-03018	Amazon Com	Special Ed	MATL/SUP	16.47
P20-03019	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	150.00
P20-03020	Southwest Airlines	IT	CONF/Travel	169.96
P20-03021	Petesehria, LLC PizzaMan Dan's	Special Ed	MATL/SUP	1,250.00
P20-03022	Amazon Com	Special Ed	MATL/SUP (AAC)	1,040.32
P20-03023	Amazon Com	SORIA	Mats/Sup - Instructional	127.30
P20-03024	Amazon Com	SORIA	Mats/Sup - Instructional	124.61
P20-03025	Amazon Com	SORIA	Mats/Sup - Instructional	256.81
P20-03026	Amazon Com	SORIA	Mats/Sup - Instructional	239.51
P20-03027	Amazon Com	SORIA	Mats/Sup - Instructional	796.41
P20-03028	Amazon Com	SORIA	Mats/Sup - Instructional	343.92
P20-03029	ROBERT W. NORRIS	MARSHALL	MATL/SUP - Instruction	506.58
P20-03030	School Tech Supply	Special Ed	MATL/SUPP (Psych Tiffany Grande - Haydock)	1,484.31
P20-03031	Zangle Nat'l User Group	SORIA	CONF	215.00
P20-03032	Amazon Com	SORIA	BKS - Instructional	1,565.25
P20-03033	Amazon Com	SORIA	Mats/Sup - Instructional	1,010.08
P20-03034	Amazon Com	SORIA	Mats/Sup - Instructional	45.83
P20-03035	Amazon Com	MARSHALL	MATL/SUP - Instruction	71.47
P20-03036	Amazon Com	MARSHALL	MATL/SUP - Instruction	149.54
P20-03037	ROBERT W. NORRIS	MARSHALL	MATL/SUP - Instruction	452.55
P20-03038	Fisher Scientific Education	SORIA	Mats/Sup - Instructional	417.97
P20-03039	Lakeshore Learning Materials	SORIA	Mats/Sup - Instructional	215.49
P20-03040	Hand2mind	SORIA	Mats/Sup - Instructional	352.82
P20-03041	JESSICA MARIE BOSCHEN WHAT I H AVE LEARNED	SORIA	Mats/Sup - Instructional	114.16
P20-03042	ORIENTAL TRADING COMPANY	MARSHALL	MATL/SUP - Instruction	1,182.68
P20-03043	kid-grit, LLC	ASES	SERV	6,600.00
P20-03044	Gopher Sport	SORIA	Mats/Sup - Instructional	235.50
P20-03045	MARY THERESA MACIAS	RITCHEN	T1/SERV	3,840.00
P20-03046	Southwest Airlines	HAYDOCK	TRAVEL/CONF	447.92
P20-03047	Southwest Airlines	HAYDOCK	TRAVEL/CONF-ADMIN	73.98
P20-03048	Southwest Airlines	ASES	CONF	442.97
P20-03049	US SOCCER FEDERATION FOUNDATIO N	ASES	MATL/SUP	793.04

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03050	JUST COMMUNITIES CENTRAL COAST JUST COMMUNITIES	SUPERINTENDEN	SERV	6,600.00
P20-03051	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Pilgram)	98.73
P20-03052	Lakeshore Learning Materials-V	RITCHEN	MTL/SUP-Insturctional	200.00
P20-03053	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Harward)	196.04
P20-03054	Amazon Com	HAYDOCK	BKS/INSTRUCTION	331.86
P20-03055	Amazon Com	MCAULIFFE	Mat/Supl-Instructional	861.01
P20-03056	Amazon Com	FREMONT	Materials and Supplies Instructional	83.66
P20-03057	Amazon Com	SAN MIGUEL	Materials & Supplies	64.84
P20-03058	Amazon Com	FACILITIES	Materials and Supplies	184.71
P20-03059	Amazon Com	RAMONA	Matl/supplies-Books for the parent book club	107.57
P20-03060	Amazon Com	RAMONA	Matl supplies- sensory items Mrs. Vizzo	18.31
P20-03061	GOBULK.COM	IT	COMP/SUP (LCAP 1:40)	2,008.50
P20-03062	LA LIBRERIA INC	ERC	DLI Books LCAP 1.08	6,735.76
P20-03063	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP-insructional	727.31
P20-03064	Alto Imaging Technologies	GRAPHICS	Upgrade and Software	660.00
P20-03065	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	12,167.26
P20-03066	SCHOLASTIC-TEACHER STORE	LEMONWOOD	BOOKS (Instructional)	133.15
P20-03067	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,497.23
P20-03068	CAG	FREMONT	Travel and Conference/Instructional	495.00
P20-03069	DICK BLICK COMPANY BLICK ART M ATERIALS	WAREHOUSE	Stores Supplies	347.49
P20-03070	BSN Sports	WAREHOUSE	Stores Supplies	1,040.87
P20-03071	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	5,161.23
P20-03072	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	4,610.16
P20-03073	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	271.53
P20-03074	School Health Corporation	WAREHOUSE	Stores Supplies	517.20
P20-03075	Veritiv Operating Company	WAREHOUSE	Stores Supplies	4,917.93
P20-03076	PALM GROVE GROUP LLC ARRIVE	IT	CONF / Travel	785.52
P20-03077	COMFORT SUITES WOODLAND	IT	CONF / Travel	208.49
P20-03078	Henry Schein	WAREHOUSE	Stores Supplies	237.05
P20-03079	Grainger Inc	WAREHOUSE	Stores Supplies	358.16
P20-03080	CABE	FREMONT	Travel/Conference (Instructional)	1,710.00
P20-03081	SMART AND FINAL-C.I. BLVD	WAREHOUSE	Stores Supplies	639.86
P20-03082	Casa Pacifica	Special Ed	SERV (TV102807)	30,886.00
P20-03083	Amazon Com	DRIFFILL	matl/supp-instructional	401.00
P20-03084	Amazon Com	MARSHALL	MATL/SUP - Instruction	122.03
P20-03085	Amazon Com	Special Ed	MATL/SUP	35.40
P20-03086	Amazon Com	Special Ed	MATL/SUP	240.06
P20-03087	Amazon Com	RITCHEN	MATL/SUP-Instructional	101.15
P20-03088	SMART AND FINAL-C.I. BLVD	DRIFFILL	MATL./SUPP-instructional	720.00
P20-03089	ACSA/FEA	HR	Conf-	658.00
P20-03090	ASCD	HR	Membership	89.00
P20-03091	US School Supply Inc	HARRINGTON	Material Instructional Supplies	308.20
P20-03092	RIVIERA RESORT & SPA	FREMONT	Travel and Conference/Instructional	780.00
P20-03093	HILTON WORLDWIDE INC P55 HOTEL OWNER LLC	FREMONT	Travel and Conference/Instructional	3,397.59

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03094	United Airlines, Inc	FREMONT	Travel and Conference/Instructional	518.40
P20-03095	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	DRIFFILL	SERV-instructional	90.00
P20-03096	Southwest Airlines	PERSONNEL	Conf	183.96
P20-03097	Costco Wholesale	DRIFFILL	MATL./SUPP-instructional	753.85
P20-03098	AbleNet, Inc	Special Ed	MATL/SUP	25.91
P20-03099	Lakeshore Learning Materials-V	Special Ed	MATL/SUP	107.75
P20-03100	CDW G	Special Ed	MATL/SUP (K.Haidet)	61.26
P20-03101	Home Depot Inc	DLI	MATL/SUP	225.51
P20-03102	US School Supply Inc	DRIFFILL	MATL/SUPP-instructional	399.94
P20-03103	VenTerra Environmental Inc	FACILITIES	Prof Service / OSC HVAC	2,450.00
P20-03105	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF LCAP 1.06	2,500.00
P20-03106	SCHOLASTIC INC	SORIA	BKS - Instructional	733.43
P20-03107	SCHOLASTIC-BOOK CLUBS	SORIA	Mats/Sup - Instructional	91.59
P20-03108	SCHOLASTIC-MAGAZINES	SORIA	Mats/Sup - Instructional	243.74
P20-03109	Amazon Com	HARRINGTON	Materials Instructional Supplies	177.58
P20-03110	Read Naturally, Inc	LEMONWOOD	BOOKS (Instructional)	256.45
P20-03111	Shaw Hr Consulting	HR	Consulting	1,479.20
P20-03112	Lakeshore Learning Materials	MCKINNA	matl/sup-instructional	26.93
P20-03113	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	562.85
P20-03114	First Book	FREMONT	BKS-Instructional	180.59
P20-03115	ORIENTAL TRADING COMPANY	MARSHALL	MATL/SUP - Instruction	122.27
P20-03116	Tech-Wall Of Ventura Inc	TRANSPORTATIO	SERV	2,125.00
P20-03117	RIVIERA RESORT & SPA	IT	CONF/Travel	1,041.28
P20-03118	UPSKY SAN FRANCISCO AIRPORT CR OWNE PLAZA SAN FRANCISCO	HAYDOCK	TRAVEL/CONF-ADMIN	314.21
P20-03119	UPSKY SAN FRANCISCO AIRPORT CR OWNE PLAZA SAN FRANCISCO	HAYDOCK	TRAVEL/CONF-ADMIN	647.46
P20-03120	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	88.79
P20-03121	OXNARD MUSICAL YOUTH THEATER O 'MY THEATER	LEMONWOOD	SERVICES (Instructional)	490.00
P20-03122	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	8,500.00
P20-03123	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	7,000.00
P20-03124	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	195,000.00
P20-03125	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	8,500.00
P20-03126	Ventura Co Office Of Education	MCKINNA	conf-instructional	20.00
P20-03127	Old Mission Santa Barbara, Inc	LEMONWOOD	SERVICES (Instructional)	320.00
P20-03128	Amazon Com	MARSHALL	MATL/SUP - Instruction	75.72
P20-03129	Amazon Com	MCKINNA	matl/sup-instructional	293.43
P20-03130	Amazon Com	MARSHALL	MATL/SUP - Instruction	33.16
P20-03131	ASCD	HR	Conference	600.00
P20-03132	Embassy Suites San Diego Bay	ASSESS ACCOUN	Conf - AVID LCAP 1.23	2,043.39

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Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Number	Vendor Name	Loc	Description	Order Amount	
P20-03133	Amazon Com	HARRINGTON	Material Instructional Supplies	270.76	
P20-03134	Southwest Airlines	ENGLISH LEARNE	CONF-TRAVEL/LCFF-LCAP 1.2	1,046.76	
P20-03135	UPSKY SAN FRANCISCO AIRPORT CR OWNE PLAZA SAN FRANCISCO	FREMONT	Travel and Conference/Instructional	942.62	
P20-03136	Southwest Airlines	ENGLISH LEARNE	CONF/TRAVEL- LCAP 3.07 (LCFF-Parent Ed)	1,529.64	
P20-03137	COMPUWAVE	RITCHEN	MATL/SUP-Instructional	1,484.80	
P20-03138	CUSTOMINK, LLC	FREMONT	Materials and Supplies Instructional	817.41	
P20-03139	Petroleum Telcom Inc DBA Telec om	MCKINNA	matl/sup-insturctional	1,902.87	
P20-03140	Petroleum Telcom Inc DBA Telec om	MARINA	MATL/SUPL-Admin	775.80	
P20-03141	Caeyc Conference Registration	EARLY CHILDHOC	CONF - Instruction	4,190.18	
P20-03142	CDW G	SORIA	Matls/Sup	1,891.01	
P20-03143	Amazon Com	FACILITIES	Materials and Supplies	35.31	
P20-03144	Steve's Transmissions	FACILITIES	Repairs	1,000.00	
P20-03145	School Tech Supply	SORIA	Matls/Sup	7,558.45	
P20-03146	Teachers Pay Teachers	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	63.96	
P20-03147	Renaissance Learning Inc	HARRINGTON	ONLINE SUBSCRIPTION INSTRUCTION	180.00	
P20-03148	IXL LEARNING, INC	DRIFFILL	Lic/Online Subscription-instructional	1,800.00	
P20-03149	SCHOOL SERVICES OF CALIFORNIA, INC.	IT	CONF/Travel	220.00	
P20-03150	Amazon Com	KAMALA	Materials & Supplies-Inst	51.78	
P20-03151	Jordanos Inc	CNS	supplies-prek	5,705.02	
P20-03152	RIVIERA RESORT & SPA	IT	CONF/Travel	2,082.56	
P20-03153	SHARON OKOUNEFF ZINGY LEARNING	DRIFFILL	Lic/Online Subscription-instructional	1,300.00	
P20-03154	SWRCB/SW Fees	TRANSPORTATIO	Annual Fee	1,400.00	
P20-03155	PASADENA ROBLES ACQUISITION HI LTON PASADENA	EARLY CHILDHOC	CONF - Instruction	1,857.13	
P20-03156	Amazon Com	SAN MIGUEL	Computer Supplies	52.77	
P20-03157	Ventura Co Office Of Education	HR	Conference	100.00	
P20-03158	Veritiv Operating Company	FACILITIES	Custodial Supplies	541.64	
P20-03159	Lakeshore Learning Materials	ROSE	MATL/SUP - Instruction	377.00	
P20-03160	Don Johnston Inc	FREMONT	Subscriptions/Licence - Instructional	810.00	
P20-03161	KAPCO	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	89.25	
P20-03162	Lakeshore Learning Materials	HARRINGTON	BKS-INSTRUCTION	409.43	
P20-03163	Lakeshore Learning Materials	FRANK	Matl/Supl. - Instructional	244.48	
P20-03164	Smart And Final Iris Co	ENGLISH LEARNE	MTLS/SUP -LPSBG Grant 7510	300.00	
P20-03165	Grainger Inc	RISK MGMT	Materials and Supplies	1,516.58	
P20-03166	Amazon Com	HARRINGTON	Material Instructional Supplies	102.68	
P20-03167	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Admin)	263.72	
P20-03168	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	ENGLISH LEARNE	MTLS/SUP -LPSBG Grant 7510	200.00	
P20-03169	Amazon Com	ASES	MATL/SUP	469.89	
Total Number of POs			330	Total	831,771.26

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ESCAPE ONLINE

Includes Purchase Orders dated 01/24/2020 - 02/20/2020

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	313	667,194.26
120	CHILD DEVELOPMENT FUND	4	6,562.78
130	CAFETERIA FUND	13	158,014.22
		Total Fiscal Year 2020	831,771.26
		Total	831,771.26

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ESCAPE ONLINE

Includes Purchase Orders dated 01/24/2020 - 02/20/2020

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-05421	33,758,206.36	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTR/	62,040.10
P18-01432	9,686,745.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTR/	253,947.00
P19-00634	213,831.50	214-6171	BOND FUND MEASURE D 2016/ENVIRONMENTAL STUD	8,507.62-
		214-6280	BOND FUND MEASURE D 2016/CONSTRUCTION TESTIN	73,437.62
			Total PO P19-00634	64,930.00
P20-00079	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-00099	4,550.00	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	1,100.00
P20-00245	19,739.74	010-5632	GENERAL FUND/REPAIRS	2,000.00
P20-00246	14,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P20-00319	10,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P20-00335	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P20-00469	15,000.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	4,367.33
P20-00502	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-00552	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P20-00556	5,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P20-00575	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P20-00703	6,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,500.00
P20-01073	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P20-01147	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-01220	303.60	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	151.80
P20-01236	14,960.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,295.00
P20-01294	1,045,670.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	745,670.00
P20-01391	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P20-02426	2,790.76	010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	762.87
P20-02456	1,396.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	175.61
P20-02535	52,458.99	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	27,458.99
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,713.01
			Total PO P20-02535	29,172.00
P20-02543	57,378.75	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	31,574.40
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,284.89-
			Total PO P20-02543	27,289.51
P20-02702	77.10	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	21.18
P20-02703	261.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	228.81
P20-02792	136.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	88.24
P20-02818	859.44	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	440.56-
P20-02827	356.84	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	88.54
			Total PO Changes	1,210,487.43

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: March 4, 2020

Agenda Section: Section C: Support Services Agreement

**Approval of Amendment #1 to Agreement #19-08 - Terra Firma Enterprises
(Vaca/Magana)**

At the Board Meeting of May 15, 2019, the Board of Trustees approved Agreement #19-08 with Terra Firma Enterprises, in the amount of \$37,000.00. Terra Firma will provide technical assistance to the Oxnard School District to assist in the design, development, and implementation of an assembly drill for the District Office, a 3-4 hour functional exercise for the District Office, and a 2-3 hour school site reunification exercise for 10 sites, during the 2019-2020 fiscal year.

Amendment #1, in the amount of \$4,985.00, will add a 4-hour training for the Incident Management Team on how to support and respond to a school site emergency incident. Training will focus on integrating into the emergency response organization and communication. Terra Firma Enterprises will also implement a 3.5 hour training for Principals and Assistant Principals to assist them through the initial response phase of a disaster, for a new total agreement amount of \$41,985.00.

FISCAL IMPACT:

Not to exceed \$4,985.00 - Safety Credits

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Risk Manager, that the Board of Trustees approve Amendment #1 to Agreement #19-08 with Terra Firma Enterprises.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-08, Terra Firma Enterprises \(17 Pages\)](#)

**Amendment #1 to Agreement #19-08
With Terra Firma Enterprises
March 4, 2020**

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Amendment #1, in the amount of \$4,985.00, will add a 4-hour training for the Incident Management Team on how to support and respond to a school site emergency incident. Training will focus on integrating into the emergency response organization and communication. Terra Firma Enterprises will also implement a 3.5 hour training for Principals and Assistant Principals to assist them through the initial response phase of a disaster, for a new total agreement amount of \$41,985.00.

Terra Firma Enterprises:

By: _____
Wendy H. Milligan

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #19-08

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 15th day of May 2019 by and between the Oxnard School District ("District") and Terra Firma Enterprises ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 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.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Thirty-Seven Thousand Dollars (\$37,000.00), 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".

WIM (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.

WIM (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.

WMA (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: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
Attention: Wendy H. Milligan
Phone: 805.642.5232
Fax: 805.642.2883

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.** NORMA MAGANA 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:

Lisa A. Franz
Signature

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

5-17-19
Date

Tax Identification Number: 95-6002318

TERRA FIRMA ENTERPRISES:

Wendy Milligan
Signature

WENDY MILLIGAN, President
Typed Name/Title

5/1/19
Date

Tax Identification Number: 555-13-0976

Not Project Related

Project #19-08

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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 #19-08

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 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 \$37,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

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)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(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 #19-08

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 #19-08

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

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, **TERRA FIRMA ENTERPRISES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 5-17-19

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



Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
805-642-5232

OXNARD SCHOOL DISTRICT
EMERGENCY MANAGEMENT SERVICES
TECHNICAL PROPOSAL
April 12, 2019

SCOPE OF WORK –

- **ASSEMBLY DRILL FOR DISTRICT OFFICE – (To be implemented in the Summer of 2019)**
Terra Firma Enterprises (TFE) will design, develop and implement an assembly drill for the District Office to emphasize evacuating to the Assembly Areas, roll call in the Assembly Areas, reporting status of personnel (via radio) at the Assembly Areas to the Care and Shelter Branch Director, assigning field command leads and EOC team leads. Drill will be approximately 1 – 1.5 hours. This will be a walk-through of the process rather than actually performing Disaster Medical, Search and Rescue and Building and Safety tasks.
- **EXERCISE FOR DISTRICT OFFICE – (To be implemented October 29, 2019)**
TFE will design, develop and implement a 3-4 functional exercise for OSD to evaluate and assess the District Office's coordination and communication capabilities during an event at the District Office that would require field command teams as well as an EOC team. This exercise will focus on the need for a strong field command team as well as staffing an EOC to support school sites and lead the recovery effort for the District. The field command team will focus on disaster medical, search and rescue and building and safety tasks at the District Office, while the EOC team will focus on issues related to continuity of operations for the District.
- **SCHOOL SITE REUNIFICATION EXERCISES – (To start in September 2019 and proceed until May of 2020)**
TFE will design, develop and implement a 2-3 hour school site reunification exercise that will be brought to each of the 21 school sites in the District. One exercise will be developed that will be implemented at each of the school sites. **For the first phase of this project, ten schools will be selected.** The remaining schools will be exercised the following school year. The reunification process will be completed at the school site not at an off-campus location. TFE will design and develop all of the exercise materials: scenario, instructions, flyers to go out to parents and will facilitate the exercise with three additional facilitators to offer the school site personnel guidance and evaluate school site performance. After each exercise, TFE will identify strengths and areas of improvement for the schools performance.

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

PROJECT COST DETAILS

ASSEMBLY DRILL FOR DISTRICT OFFICE (1-1.5 hours duration)	
Development of Assembly Drill - TFE will design and develop a 1-1.5 hour Assembly Drill that will focus on evacuating District staff to the Assembly Areas, roll call in the Assembly Areas, reporting status of personnel (via radio) at the Assembly Areas to the Care and Shelter Branch Director, assigning field command leads and EOC team leads. The exercise will end once all assembly areas have reported in and the field command leads and EOC teams have been identified. The field teams will be identified but not officially activated.	2,000
Preparation of Facilitator, Implementation of Drill and Development of Drill Report– TFE and an additional facilitator will implement the drill and facilitate District actions. After the drill, the facilitators will compile a Drill Report document to identify successes and areas of improvement.	2,000
TOTAL COST FOR ASSEMBLY DRILL	\$4,000

FUNCTIONAL EXERCISE FOR DISTRICT OFFICE (3-4 hours duration)	
Planning Meetings – TFE will participate in planning meetings to work with the Project Manager and other key individuals as appropriate to develop all exercise materials.	500
Research, Data Collection and Scenario Development – Gather and analyze specific scenario information to develop vital exercise information to make the exercise realistic and applicable.	500
Exercise Design, Development and Support - TFE will develop all exercise documentation: Exercise Plan (Ex Plan), Master Scenario Events List (MSEL) and a Controller/Evaluator Handbook. The Ex Plan contains: Information and Instruction Sheet, Agenda and Ground Rules, Exercise Organization Chart, Scenario, Exercise Critique Sheet and reference material appropriate for the scenario. The MSEL will summarize the messages or injects that will be delivered into the District’s EOC via various employees in the field. TFE will also develop the material needed for District staff to practice Search and Rescue, Disaster Medical and Building and Safety procedures during the exercise.	3,000
Functional Exercise - TFE will direct and coordinate staff through the Functional Exercise and after exercise critique. Includes set-up, moulage of 5-6 victims and breakdown time. (Includes three additional facilitators to properly monitor the exercise).	2,500
Written Report - TFE will provide the District with an After Action Report/ Corrective Action Report incorporating critique and comments from participants and facilitators.	500
REDUCED COST DUE TO REUSING BASE MATERIALS USED IN 2019 EXPLOSION EXERCISE.	\$8,000

REUNIFICATION EXERCISE FOR SCHOOL SITES	
Development of Reunification Drill - TFE will design and develop a 3 hour Reunification Drill that will focus on evacuating to assembly area, taking roll call, setting up and implementing the Student/Parent Reunification process for a segment of the school population. TFE will develop all materials needed to implement the Drill: flyers informing parents of the drill, instruction sheets for school staff, and challenges to be introduced into the exercise.	5,000
Preparation of Facilitator, Implementation of Drill and Development of Drill Report– TFE and three additional facilitators will implement the school site drill and facilitate school site actions, if needed. After the drill, the facilitators will compile a Drill Report document to identify successes and areas of improvement. Each school site drill will cost \$2,000 to implement.	2,000
TOTAL COST FOR REUNIFICATION EXERCISE AT ONE SCHOOL SITE (Each offering of the Reunification Exercise will cost an additional \$2,000.)	\$7,000
COST TO IMPLEMENT REUNIFICATION EXERCISE AT 10 SCHOOL SITES First Phase will include 10 school sites. Second Phase will include the remaining school sites. (Cost is \$22,000)	\$25,000

SUMMARY OF ALL COSTS	
Assembly Drill for District Office	\$4,000
Functional Exercise for District Office (Revisiting previous explosion scenario)	\$8,000
Reunification Exercise for ten School Sites	\$25,000
TOTAL COSTS FOR ALL PROJECTS (Not to exceed amount)	\$37,000

TIMELINE

TFE and the District’s Project Manager will establish the schedule of performance to meet the District’s goals and objectives for the school year.

The general schedule will need to be flexible to meet the District’s scheduling parameters. Any schedule changes will need to be approved by the District Project Manager.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Atain Specialty Insurance Company and Continental Casualty Company both rated "A" (Excellent) VIII by A.M. Best.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over 30 years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 60 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 60 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

This quote is valid for 90-days from the date of this proposal.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** March 4, 2020

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-199 - 101 Jumpers (DeGenna/Wennes)

101 Jumpers will provide 5 inflatable attractions (aka "Jolly Jumpers"), 5 generators, and a popcorn machine, on Wednesday, March 11, 2020, for a Trimester 2 AR incentive for K-5th grade students at Lemonwood School.

FISCAL IMPACT:

Not to exceed \$1,180.00 - Donations

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-199 with 101 Jumpers.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-199, 101 Jumpers \(2 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OSD AGREEMENT #19-199

INVOICE NUMBER: 101062419
DATE OF RESERVATION: 06/24/19
DELIVERY DATE: 03/11/20
RENTALS REPRESENTATIVE: Jose L. Angel
DEPOSIT REQUIRED: NO
SUPERVISION REQUIRED: NO

INVOICE

CUSTOMER: Lemonwood Elementary School
ATTENTION: Catalina Perez
PHONE: (805) 385-1551 x 5601
EMAIL: C.Perez@oxnardsd.org
DELIVERY: March 11, 2020 @ 7:00 A.M. - 2:30 P.M.

Table with 5 columns: Item #, Qty, Description of Rental Unit, Price/Unit, Total. Lists items like 101IJC, 101CMB, 101BAB, etc.

SUBTOTAL: \$ 1,180.00
Delivery/Set-Up Fee: Included
PARTIAL PAYMENT RECEIVED: None
TOTAL Balance Due: \$1,180.00

Payment Policy:
A 25% cancellation fee applies to any reservations cancelled within three days of delivery.
We accept the following methods of payment: Cash, Money RESERVATION, Company or Personal Checks.

SIGN: _____ DATED: _____
Lemonwood Elementary School: Authorized Representative
PRINT NAME: Lisa A. Franz TITLE: Director, Purchasing

THIS CONFIRMATION MUST BE SIGNED AND RETURNED PRIOR TO DELIVERY.
Signing of this Confirmation also acknowledges customer has approved with price and product description and understands that once a reservation has been made, Customer only has up to 7 days prior to delivery to cancel. RESERVATIONs canceled within 7 days of delivery will forfeit any deposit made.

Remit to: 101 JUMPERS, 3004 South Ventura Road, Oxnard, CA 93033
Phone: (805) 830-3274 or (805) 754-4952
Email: Bouncerboss@101jumpers.com

101 JUMPERS / TERMS, CONDITIONS AND WARRANTY

[FORM: CECW1YR]

1. ACCEPTANCE OF RESERVATION: WE ACCEPT YOUR RESERVATION FOR THE INFLATABLE PRODUCT OR DEVICE LISTED ON YOUR RENTAL CONFIRMATION. YOU HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS SET FORTH ON THE RENTAL CONFIRMATION. NO DIFFERENT OR ADDITIONAL TERMS WILL BE ACCEPTED BY 101 JUMPERS WITHOUT WRITTEN CONSENT OF AUTHORIZED 101 JUMPERS PERSONNEL. 101 JUMPERS IS NOT RESPONSIBLE FOR CLERICAL OR TYPOGRAPHICAL ERRORS MADE ON ANY OF ITS DOCUMENTS, QUOTATIONS OR LITERATURE.
2. RESPONSIBILITY OF USE & DISCLAIMER OF WARRANTIES
LEASEE IS RESPONSIBLE FOR THE USE OF THE LEASED ITEMS. LEASEE ASSUME ALL RISKS INHERENT TO THE OPERATION AND USE OF LEASED ITEMS, AND AGREE TO ASSUME THE ENTIRE RESPONSIBILITY FOR THE DEFENSE OF, AND TO PAY, INDEMNITY AND HOLD 101 JUMPERS HARMLESS FROM AND HEREBY RELEASE 101 JUMPERS FROM, AND ALL CLAIMS FOR DAMAGE TO PROPERTY OR BODILY INJURY (INCLUDING DEATH) RESULTING FROM THE USE, OPERATION OR POSSESSION OF THE ITEMS, WHETHER OR NOT IT BE CLAIMED OR FOUND THAT SUCH DAMAGE OR INJURY RESULTED IN WHOLE OR PART FROM 101 JUMPERS NEGLIGENCE, FROM THE DEFECTIVE CONDITION OF THE ITEMS, OR ANY OTHER CAUSE. LEASEE AGREES THAT 101 JUMPERS MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE HAVE BEEN MADE IN CONNECTION WITH THE EQUIPMENT LEASED.

3. EQUIPMENT FAILURE

LEASEE AGREE TO IMMEDIATELY DISCONTINUE THE USE OF LEASED ITEMS SHOULD IT AT ANY TIME BECOME UNSAFE OF DISREPAIR, AND WILL IMMEDIATELY (ONE HOUR OR LESS) NOTIFY 101 JUMPERS FO THE FACTS. 101 JUMPERS AGREES TO ITS DISCRETION TO MAKE THE ITEMS OPERABLE WITHIN A REASONABLE TIME, OR ADJUST RENTAL CHARGES. THE PROVISION DOES NOT RELIEVE LEASSE FROM OBLIGATIONS OF CONTRACT. IN ALL EVENTS 101 JUMPERS SHALL NOT BE RESPONSIBLE FOR INJURY OR DAMAGE RESULTING FROM FAILURE OR DEFECT OF LEASED ITEMS.

4. USE OF EQUIPMENT

LEASEE AGREES & COVENANTS TO BE SATISFIED WITH THE INSTRUCTION AND CONDITION OF EQUIPMENT LEASED AND OF THE PROPER AND SAFE USE OF EQUIPMENT. LEASSE FURTHER AGREES THAT THE ITEMS WILL BE USED ONLY AT THE ADDRESS LISTED ON CONTRACT, AND ONLY FOR THE PURPOSE FOR WHICH IT WAS INTENDED AND MANUFACTURED. SUBLEASING OR IMPROPER USED IS PROHIBITED. LEASSE AGREES THEY HAVE READ ALL INSTRUCTION MANUALS, OPERATING INSTRUCTIONS, AND WARNINGS RELATED TO LEASED ITEMS.

5. EQUIPMENT RESPONSIBILITY

LEASEE ASSUMES RESPONSIBILITY FOR ALL LEASED ITEMS, INCLUDING THEIR SAFE AND PROPER USE, OPERATION MAINTENCE, AND RETURN TO 101 JUMPERS. LEASSE IS RESPONSIBLE FOR ALL LOST, DAMAGE, OR REPAIR, REGARDLESS OF CAUSE. IF ITEMS ARE LOST, STOLEN OR DAMAGED, LEASSE WILL ASSUME ALL COSTS OF REPLACEMENT OR REPAIR, INCLUDING ALL LABOR REPAIR COSTS. LEASSE SHALL PAY A REASONABLE CLEANING CHARGE FOR LEASED ITEMS RETURNED DIRTY.

6. TIME OF RETURN

LEASEES RIGHT OF POSSESSION TERMINATES UPON THE EXPIRATION OF THE RENTAL PERIOD SET FORTH ON THE CONTRACT. TIME IS OF THE ESSENCE IN THIS CONTRACT. ANY EXTENSION MUST BE AGREED UPON IN WRITING.

7. LATE RETURNS

LEASEE SHALL RETURN LEASED ITEMS TO 101 JUMPERS DURING REGULAR BUSINESS HOURS, PROMPTLY UPON, OR PRIOR TO EXPIRATION OF RENTAL PERIOD. IF LEASSE DOES NOT TIMELY RETURN, THE RENTAL RATE SHALL CONTINUE UNTIL ITEMS ARE RETURNED.

8. PAYMENT

LEASEE SHALL PAY ALL CHARGES PAYABLE UNDER THIS CONTRACT IN ADVANCE, PROVIDED HOWEVER THAT ALL FORGOING SHALL NOT LIMIT THE AMOUNT PAYABLE BY LEASSE HEREUNDER AND ALL ADDITIONAL AMOUNTS HEREUNDER SHALL BE PAID IMMEDIATELY AS SUCH COSTS ARE INCURRED. LEASSE SHALL PALLY ALL REASONABLE COSTS OF COLLECTION, COUR, AND ATTORNEY FEES.

9. RETURNED CHECKS

THERE WILL BE A \$35.00 CHARGE ON ANY RETURNED CHECKS FOR ANY REASON.

10. CARE OF EQUIPMENT

IN ADDITION TO ITS OTHER OBLIGATIONS HEREUNDER; LEASSE SHALL: (A) PAY A REASONABLE CLEANING CHARGE FOR ITEMS RETURNED DIRTY; (B) PROTECT THE LEASED ITEMS FROM WEATHER DAMAGE, BREAKAGE, UNAUTHORIZED OR IMPROPER USE, THEFT OF LOSS WHILE IN THE POSSESSION OF THE LEASSE

11. PERMITS & LICENSES

LEASEE AGREES PRIOR TO ANY INSTALLATION OF RENTAL EQUIPMENT INCLUDING TENTS, TO OBTAIN AT LEASSES EXPENSE, ANY AND ALL NECESSARY PERMITS AND LICENSES AND OTHER CONSENTS.

12. SUBSURFACE CONDITIONS

PLEASEE AGREES TO OBTAIN ANY LOCATING OF UNDERGROUND UTILITIES BEFORE DELIVERY OF LEASED ITEMS. LEASSE ALSO AGREES TO REIMBURSE 101 JUMPERS FOR ANY ADDITIONAL COSTS INCURRED AS A RESULT OF UNDISCLOSED OR SUBSURFACE CONDITIONS RESULTING ADDITIONAL COSTS TO 101 JUMPERS.

13. HOLD HARMLESS AGREEMENT

LEASEE AGREES TO ASSUME ALL RISK, AND AGREES TO HOLD 101 JUMPERS AND ANY OF ITS STAFF HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, AND DAMAGE, AND ALL COSTS AND EXPENSES ARISING DIRECTLY AND INDIRECTLY AT OF OR RELATING TO: (A) THE DELIVERY, LOADING, UNLOADING, ERECTION, INSTALLATION, DISMANTLING, AND USE OF LEASED EQUIPMENT; (B) CONTACT OF UNDERGROUND UTILITIES, PIPES, OR ANY CONDITION ON LEASSE'S PROPERTY; (C) ALL NECESSARY SURFACE REPAIRS; (D) ANY INJURY OR DAMAGE DURING THE USE OF LEASED EQUIPMENT INCLUDING INFLATABLES AND INTERACTIVES.

14. CANCELLATION:

CUSTOMER MAY CANCEL THIS RESERVATION, IN WHOLE OR IN PART, UPON WRITTEN NOTICE TO 101 JUMPERS WITHIN 72 HOURS FROM DATE OF RESERVATION. CUSTOMER MAY BE LIABLE FOR THE PAYMENT OF ANY CANCELLATION CHARGES RESULTING FROM CANCELLATION INCURRED BY 101 JUMPERS.

15. DISCLAIMER:

101 JUMPERS DISCLAIMS ANY RESPONSIBILITY WHATSOEVER TO LEASSE OR TO ANY OTHER PERSON FOR INJURY TO PERSON OR DAMAGE TO OR LOSS OF PROPERTY OR VALUE CAUSED BY ANY PRODUCT WHICH HAS BEEN SUBJECTED TO MISUSE, NEGLIGENCE, OR ACCIDENT; OR MISAPPLIED; OR MODIFIED OR REPAIRED BY UNAUTHORIZED PERSONS; OR IMPROPERLY INSTALLED OR MAINTAINED.

BY ACCEPTING DELIVERY OF LEASED ITEMS, LEASSE AGREES TO ALL TERMS AND CONDITIONS SHOWN ON THE RENTAL CONTRACT. LEASSE ACKNOWLEDGES THAT SHE HAS RECEIVED IN GOOD RESERVATION ALL LEASED ITEMS AND OTHER GOODS LISTED ON THE CONTRACT.

Copyright 2007 / 101 JUMPERS
3004 South Ventura Road
Oxnard, CA 93033
Ph: 805-830-3274

CUSTOMER NAME: Oxnard School District/Lemonwood School

ADDRESS: 2001 San Mateo Place

CITY: Oxnard STATE: CA ZIP: 93033

PHONE: (805) 385-1551 EXT: _____

I have read the Terms And Conditions Of the Rental Agreement, fully understand what I have read and agree to abide by these policies as indicated in document [CECW1YR].

Lemonwood Elementary School: Authorized Representative

DATED

NOTE: This Document [CECW1YR] must be signed by customer and mailed or faxed back to 101 JUMPERS to maintain this rental active.



CERTIFICATE OF LIABILITY INSURANCE

DATE
10/2/2019

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 Cossio Insurance Agency PO Box 5987 Greenville, SC 29606 (864) 688-0121	Contact Name: Larry Cossio Phone (A/C, No, Ext): (864) 688-0121 Fax (A/C, No): E-Mail: ivy@cossioinsurance.com																		
INSURED Roberto Angel dba 101 Jumpers 3004 South Ventura Road Oxnard, CA 93033	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 5%;">INSURER A:</td> <td style="width: 85%;">Nationwide Mutual Insurance Company</td> <td style="width: 10%; text-align: center;">23787</td> </tr> <tr> <td>INSURER B:</td> <td>Berkley Life & Health Insurance Company</td> <td style="text-align: center;">64890</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:	Berkley Life & Health Insurance Company	64890	INSURER C:			INSURER D:			INSURER E:		
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INSURER D:																			
INSURER E:																			

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

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

INSR LTR	TYPE OF POLICY	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		FWC0000030940000	9/8/2019	9/8/2020	<table style="width: 100%; border: none;"> <tr> <td style="width: 85%;">General Agg (Other than Products-C Each Occurrence</td> <td style="width: 15%; text-align: right;">\$2,000,000</td> </tr> <tr> <td>Products and Completed Operations</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Legal Liability to Participants</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Professional Liability (for Event Plann</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Damages to Premises Rented to You</td> <td style="text-align: right;">\$300,000</td> </tr> <tr> <td>Participant Accident - Excess Medica</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>Deductible</td> <td style="text-align: right;">\$0</td> </tr> </table>	General Agg (Other than Products-C Each Occurrence	\$2,000,000	Products and Completed Operations	\$1,000,000	Personal and Advertising Injury	\$1,000,000	Legal Liability to Participants	\$1,000,000	Professional Liability (for Event Plann	\$1,000,000	Damages to Premises Rented to You	\$300,000	Participant Accident - Excess Medica	\$10,000	Deductible	\$0
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B	Accident Medical			PAI L01200R150604	9/8/2019	9/8/2020	<table style="width: 100%; border: none;"> <tr> <td style="width: 85%;">Accident Medical Deductible</td> <td style="width: 15%; text-align: right;">\$100</td> </tr> <tr> <td>Benefit Period</td> <td style="text-align: right;">52 weeks</td> </tr> <tr> <td>Benefit Maximum</td> <td style="text-align: right;">\$500,000</td> </tr> <tr> <td>Applies During</td> <td style="text-align: right;">per Covered Accident</td> </tr> <tr> <td>Applies To</td> <td style="text-align: right;">Death & Dismemberment Benefits only</td> </tr> </table>	Accident Medical Deductible	\$100	Benefit Period	52 weeks	Benefit Maximum	\$500,000	Applies During	per Covered Accident	Applies To	Death & Dismemberment Benefits only						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Party Equipment Rentals Operations located at 3004 South Ventura Road Oxnard, CA 93033. Certificate Holder is listed as additional insured per form CG2011. The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured
 Amusement devices on file with the company for special event(s) dated 3/11/2020 to 3/11/2020 located at San Mateo Place, Oxnard, CA 93933.

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

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: 	Named Insured: ROBERTO ANGEL 3004 S VENTURA RD OXNARD CA 93033-4902
------------------------------------	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648796868			
<input type="checkbox"/> 1 – Any Auto	<input type="checkbox"/> 2 – Owned Autos Only	<input type="checkbox"/> 3 – Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 – Owned Autos Subject to No Fault	<input type="checkbox"/> 6 – Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 – Specifically Described Autos	<input type="checkbox"/> 8 – Hired Autos Only	<input type="checkbox"/> 9 – Non-owned Autos Only	
Policy Effective Date: 09-15-2019		Policy Expiration Date: 09-15-2020	
Limits Of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			

Interested Party Type: ADDITIONAL INSURED - OTHER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: JIMMY DANG	
Authorized Representative: 	Date: 10-04-19

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured): Oxnard School District 1051 South A Street Oxnard, CA 93030
Additional Premium: \$
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 arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule 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(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** March 4, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #19-200 - Children's Therapy Center (DeGenna/Madden)

Children's Therapy Center will provide Independent Occupational Therapy Evaluator Services to the Special Education Services Department during the 2019-2020 academic year to complete occupational therapy evaluations.

FISCAL IMPACT:

Not to exceed \$3,000 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #19-200 with Children's Therapy Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-200, Children's Therapy Center \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-200

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 4th day of March 2020 by and between the Oxnard School District (“District”) and Children’s Therapy Center (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from March 5, 2020 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.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Three Thousand Dollars (\$3,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: Katrina Madden
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Children's Therapy Center
 155 Granada Street, Suite A
 Camarillo, CA 93010
 Phone: (805) 383.1501
 Fax: (805) 384.0478
 Email: bmaulhardt@me.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.** **KATRINA MADDEN** 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:

CHILDREN'S THERAPY CENTER:

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 #19-200

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-200

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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 #19-200

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-200

COMPENSATION

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

Total compensation shall not exceed Three Thousand Dollars (\$3,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$3,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #19-200

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-200

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-200

(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 #19-200

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-200

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, **CHILDREN'S THERAPY CENTER**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Children's Therapy Center

155 Granada St, suite A

camarillo, CA 93010

(805) 383-1501

(805) 384-0478

Occupational Therapy Rates:

Evaluation: between \$300- \$500

Therapy Session: \$100 for 50 minutes

Physical Therapy Rates:

Evaluation: between \$300- \$500

Therapy Sessions: \$100 for 50 minutes

Speech Therapy Rates:

Evaluation: between \$300- \$500

Therapy Sessions: \$100 for 50 minutes

Beth Maulhardt MA OTR/ L

Keiko Goji DPT

Krissie Schiavone MS CCC-SLP

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 4, 2020

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion, Thurgood Marshall Elementary School New Classroom Building Project (Penanhoat/CFW)

Construction work has been completed and accepted by the Architect of Record and the Department of the State Architect (DSA) Inspector of Record for the Thurgood Marshall Elementary School New Classroom Building Project. The project is proceeding with contract close-out and DSA Certification. As of August 23, 2019, the contractor, Bernards Bros. Inc., has completed all work and met all contractual obligations included in Construction Services Agreement #17-117 for the Thurgood Marshall Elementary School New Classroom Building Project. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which subsequently will be filed by the District with the Ventura County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the Ventura County Recorder's Office, for Construction Services Agreement #17-117, Thurgood Marshall Elementary School New Classroom Building Project with Bernards Bros. Inc.

ADDITIONAL MATERIALS:

Attached: [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: **Thurgood Marshall Elementary School, 2900 Thurgood Marshall Dr., Oxnard, CA 93036, for Construction Services Agreement #17-117, Thurgood Marshall Elementary School New Classroom Building Project:**

That on or about the 24th day of August, 2017 the said Oxnard School District of Ventura County entered into a contract with Bernards Bros. Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 23rd day of August, 2019; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Karling Aguilera-Fort, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to **(or affirmed)** before me on this _____ day of _____, 2020, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: March 4, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 025 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

During construction of the Marshall New Classroom Building Project, many DSA course-of-construction design changes occurred affecting the project schedule. Examples of these changes includes multiple clarifications to connections of wood members and adjustments that needed to be made to meet DSA requirements of the structural shear wall system.

A professional consultant was engaged to analyze the delay impacts and review schedule documentation (i.e., Monthly Schedule Updates, Time Impact Analysis, etc.). Several meetings were held to analyze the delay impacts. These DSA course-of-construction design changes caused 296 days to be added to the construction schedule. The General Contractor maintained jobsite expenses during this added time period. These jobsite expenses include maintaining jobsite construction services and associated General Conditions of miscellaneous utilities.

Change Order No. 025 reimburses the General Contractor for 296 days of additional costs.

- COR No. 265 - Extended General Conditions

FISCAL IMPACT:

Seven Hundred Two Thousand Seven Hundred Four Dollars and No Cents (\$702,704.00) to be paid to Bernards under Board approved Master Agreement #17-117 from the Master Construct and Implementation Program Reserve to account for this increase. If approved, the increase to budget and the allocation from the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order No. 025 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 025 \(2 Pages\)](#)
[COR 265 - Extended General Conditions \(1 Page\)](#)
[Construction Services Agreement #17-117 - Bernards \(115 Pages\)](#)



CHANGE ORDER

Date: 3/4/2020

CHANGE ORDER NO. 025

PROJECT: MARSHALL NEW CLASSROOM BUILDING
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-117

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

ARCHITECT CSDA Design Group
 4061 Glencoe Ave., Ste B
 Marina del Rey, CA 90292

CONTRACTOR:

Bernards
 555 First Street
 San Fernando, CA 91340
Attn: Mr. Rick Fochtman

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 8,994,236.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (1-24).....	\$ 910,969.00
ADJUSTED CONTRACT SUM.....	\$ 9,905,205.00
NET CHANGE -	\$ 702,704.00
Total Change Orders to Date: 025.....	\$ 1,613,673.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 025... ..	\$10,607,909.00

Commencement Date:August 28, 2017
Original Completion Date:October 31, 2018
Original Contract Time:429 Calendar Days
Time Extension for all Previous Change Orders:Zero Calendar Days
Time Extension for this Change Order:296 Calendar Days
Adjusted Completion Date:August 23, 2019

Percentage(17.9%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR No. 265 – Extended General Conditions	\$702,704.00			
2.					
	Totals	\$702,704.00			

Total Change Order No. 025 \$ 702,704.00

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

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 265 R0

Date: 1/2/2020

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

Extended GCs

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for extended General Conditions. Project was originally scheduled to complete on 10/31/18, but was extended to 8/23/19.		702,704
	Subtotal:	702,704
Total Change Order Request Amount:		702,704

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

#17-117

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and

- 2 -

#17-117

attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Not Used for this Agreement**
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

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- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

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SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall

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be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by

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the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

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- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the

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GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Carl Magness** as Project Manager/Superintendent for the Project. So long as **Carl Magness** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

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- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

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accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and

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Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Bernards
By: Rick Fochtman

By: Rick Falt
Title: Executive Vice President
Date: 8/29/2017

THE DISTRICT

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

By: Lisa A. Franz
Title: Director, Purchasing
Date: 9-7-17

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

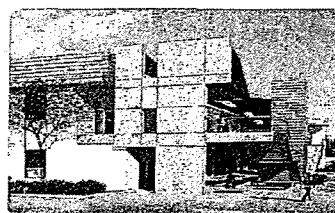
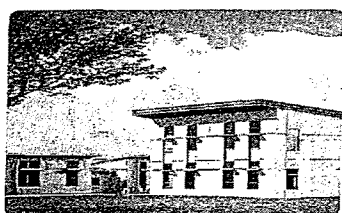
August 24th, 2017

#17-117

EXHIBIT A

Scope of Work (Plans & Specifications)

Marshall New Classroom Building



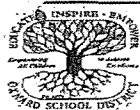
100% Construction Documents Package

Oxnard School District

October 4, 2016

FEB. 17 2017
DCA A# 03 - 114806

BINDER A



Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN
GROUP

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

EXHIBIT A, continued

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00 2400	Statement of Bidder's Qualifications
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00 4100	Performance Bond
00 4150	Certificate of Worker's Compensation Insurance
00 5100	Background Check and Fingerprinting Procedures for Contractors
00 5300	Guarantee and Standard Forms
00 7000	General Conditions

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Volume 2 of 2

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03 1000	Concrete Forming Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete

DIVISION 04 - MASONRY

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05 1200	Structural Steel Framing
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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

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EXHIBIT A, continued

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07 2100 Thermal Insulation
074000 Metal Roof Panels
075416 Polyvinyl Chloride (PVC) Roofing
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08 7100 Door Hardware
08 8000 Glazing

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09 2200 Cement Plastering
09 2900 Gypsum Board
09 3013 Ceramic Tiling
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09 6513 Rubber Base
09 6519 Resilient Tile Flooring
09 9000 Paints and Coatings

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102113.17 Phenolic-Core Shower and Dressing Compartments
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MARSHALL NEW CLASSROOM BUILDING

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued



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DIVISION 14 - CONVEYING EQUIPMENT

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- 21 1000 Fire Protection

DIVISION 22 – PLUMBING



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- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
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- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
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26 0526	Grounding and Bonding
26 0533	Raceways and Boxes Fitting and Supports
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26 0923	Lighting Control Systems
26 1000	Service Entrance
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26 2413	Switchboards1000
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27 0126	Test and Acceptance Requirements for Structured Cabling
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27 4113	Classroom Sound Enhancement System
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MARSHALL NEW CLASSROOM BUILDING

#17-117

EXHIBIT A, continued

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued

	100% DISTRICT SUBMITTAL MARSHALL NEW CLASSROOM BUILDING <small>2950 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> OXNARD SCHOOL DISTRICT	VOLUME I
DSA FILE NO. 56-22	DSA APPLICATION NO. 03-116806	PTN NO. 72538-91

DRAWING INDEX

VOLUME I	VOLUME II	
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EXHIBIT A, continued

19
Volume I total: 51

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42	
08-MECHANICAL	
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M-112	SECOND FLOOR PLAN
M-131	ROOF PLAN
M-510	MECHANICAL DETAILS
M-521	VIBRATION ISOLATOR DETAILS
M-601	ENERGY COMPLIANCE FORMS
M-602	ENERGY COMPLIANCE FORMS
M-603	ENERGY COMPLIANCE FORMS
9	
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E-002	GENERAL ELECTRICAL NOTES
E-010	FIXTURE LIST & TITLE 24 CALCULATIONS
E-011	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-012	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-013	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-014	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-015	LIGHTING CONTROL INFORMATION
E-016	LIGHTING CONTROL INFORMATION
E-020	FIRE ALARM INFORMATION
E-021	FIRE ALARM CALCULATIONS
E-022	FIRE ALARM RISER DIAGRAM
E-030	SINGLE LINE DIAGRAM
E-031	SWITCHBOARD ELEVATIONS
E-040	PANEL SCHEDULES

Exhibit B

Guaranteed Maximum Price (GMP)



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

	Description	Recommended Subcontractor	Amount
01570	Erosion Control	Socal Stormwater Runoff Solution	78,677
01730	Surveying	Michael Baker International	20,900
03200	Reinforcing Steel	Vista Steel	96,970
03300	Cast In Place Concrete	Santa Clarita Concrete	413,131
05120	Structural Steel & Misc. Metals	C.A. Buchen	294,133
05700	Ornamental Metals		w/ Struct Steel
06100	Rough Carpentry	JF Construction	1,067,965
06200	Millwork / Cabinetry / Countertops	Dennis Reeves Inc.	34,161
07140	Waterproofing / Traffic Coating	Systems WP	63,636
07200	Insulation	Alcal	47,851
07540	Roofing	Best Contracting	118,535
07600	Sheet Metal / Metal Roofing	Merit Metal Products	160,900
08100	Doors / Frames / Hardware	Construction Hardware	110,110
08800	Glass and Glazing	Santa Barbara Glass	114,087
09220	Plaster & Drywall	Church and Larsen	538,346
09300	Ceramic Tile	Silverado Tile	51,120
09510	Acoustical Ceilings & Wall Panels	Prime Acoustics	48,320
09650	Resilient Flooring and Carpet	Reliable Flooring	69,611
09900	Painting	Vanguard	102,192
10000	Building Specialties	Various	55,645
10110	Visual Display Boards	Nelson Adams Naco Inc.	148,359
10140	Signage	AGS	12,625
10280	Toilet Partitions / Bathroom Accessories	YTI Enterprises	29,000
12240	Window Shades	A1 Quality Blinds	10,000
	Final Cleaning	Commercial Const Cleaning	26,050
14200	Elevators	Republic Elevator	90,220
21000	Fire Sprinkler	J.G. Tate Fire Protection	143,456
22000	Plumbing	City Commerical	355,312
23000	HVAC	Sheldon Mechanical	366,968
26000	Electrical / Low Voltage	Taft Electric	1,177,480
31220	Demo, Earthwork and Site Clearing	Damar Const.	176,464
32122	Asphalt Paving	Onyx Paving	48,580
32131	Site Concrete	B&M Contractors	147,475
32800	Playground Surfaces & Equipment	SpectraTurf / Miracle Playground	100,262
32900	Landscape and Irrigation	Dufau Landscape	81,345



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

Description		Recommended Subcontractor	Amount
33000	Site Utilities	Sam Hill & Sons	210,055
01000	Allowances		85,000
	Subguard	1.20%	80,339

Subcontracted Direct Costs			\$ 6,775,280
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	General Conditions		1,287,702
	General Requirements		3,250
	Subtotal		8,066,232

	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	Subtotal		8,236,479

	Contractor Fee	5.00%	411,824
	Subtotal		8,648,303

	Contractor Contingency	4.00%	345,932
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Total Contract Amount			\$ 8,994,236
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ALLOWANCES

Marshall Classroom Building
Oxnard School District
2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
July 20, 2017

Allowances Included in Proposal		
1	Natural gas service line.	\$ 50,000
2	Furnish and install new Gate G assembly including hardware	\$ 10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018.	\$ 25,000
TOTAL ALLOWANCES		\$ 85,000



QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

The following items provide additional clarifications regarding the scope of work included in the Proposal:	
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		Building	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	<p>JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall</p> <p>Update 06/23/17: Sketched due 06/30/17</p> <p>Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17.</p> <p>Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.</p>
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	<p>JA to call FLS plan checker to determine if these can be eliminated.</p> <p>Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.</p>
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	<p>After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element</p> <p>Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3</p>
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	<p>JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element</p> <p>Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3.</p> <p>Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information.</p> <p>Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height.</p>
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	<p>JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces.</p> <p>Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving</p> <p>Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.</p>
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	<p>After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below</p>
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	<p>RS to provide pricing for proposed revision</p> <p>Update 06/23/17: Pricing for credit received from Silverado Tile.</p>
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	<p>See ARC 18 below</p>

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	Replace entire roof with hot mop- Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still pursue the potential cost savings of an alternate lighting package and also request a cost savings number for use of slurry backfill in ductbank trenches. Update 7/18/17: Potential cost savings for the alternate lighting package is acceptable. Taft Electric confirmed no savings for use of slurry backfill in ductbank trenches.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	<p>Meeting with Gas Company and Engineer to resolve missing gas design took place on 6/26/17 with the So Cal Gas representative. The rep is currently investigating in house on pipe capacity and meter and will report back to Team. There is the possibility that the meter will need to be upsized, which will be a cost to the School District.</p> <p>Update 7/7/17: Jose A. will request that plumbing engineer contact the Gas Co. rep to receive information in order to make final decision.</p> <p>Update 7/18/17: The Gas Company representative has been contacted by Bernards on numerous occasions for an update with no response. CSDA's plumbing engineer is also awaiting a return call. With no clear response to date from Gas Co. this potential VE credit will be rejected. The 50K allowance will continue to be carried in the GMP.</p>

Bid Evaluation Report



Erosion Control	Marshall Classroom Building		Job Number	1641
	Subcontractors		Bid Date	6/7/2017
Description	Whitson CM / Bernards	Social Stormwater Runoff Solution	Date Printed	7/27/2017
Base Bid	See below	See below		
Spec # : 312500	Included	Included		
Bond Rate (if required)				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included		
Bid Good for 60 Days				
Prevailing Wage	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A		
Storm Water Compliance				
"Due to the project being under 1 acre this project is not subject to the State CGP"	1,200	520		
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included		
Development of project specific Best Management Practices (BMP's)	Included	Included		
Development of erosion control plan for inclusion in WPCP	Included	Included		
SWPPP (QSP/QSD) Services				
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400		
Rate per week for monitoring	\$360/wk	\$200/visit		
Keep records & documents updated	Included	Included		
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included		
Electronically file all data for Permit documents as required	Included	Included		
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640		
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit		
Erosion Control - No Plans Provided				
Silt Fencing at perimeter of sites	21,402	21,402		
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included		
Fiber Rolls at new school addition perimeter - G-003	Included	Included		
Fiber Rolls at new playground area perimeter - G-003	Included	Included		
Construction Entrances	Included	Included		

Bid Evaluation Report



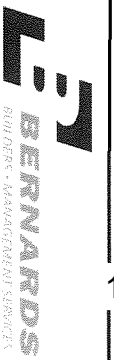
Erosion Control

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Whitson CM / Bernards		Social Stormwater Runoff Solution		Amount	
	Included	Excluded	Included	Excluded	0	0
Storm Drain Inlet Protection	Included		Included			
SWPPP & BMP Implementation	Included		Included			
SWPPP & BMP Implementation - Removal at completion of project	Included		Included			
QSP Monitoring	See below		See below			
Laydown/Trailer Area Erosion Control:	20,985		20,985			
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included		Included			
Geofabric over the grass, rock surface	Included		Included			
Removal of above at project completion	Included		Included			
Temporary Construction Fencing & Gates - Bernards	22,730		22,730			
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included		Included			
Temp Fencing at new school addition perimeter - G-003	Included		Included			
Temp Fencing at new playground area perimeter - G-003	Included		Included			
Gates	Included		Included			
TOTALS	89,357		78,677		0	0
Recommendation:	Amount					
Social Stormwater Runoff Solution	78,677					



Bid Evaluation Report

Surveying

Marshall Classroom Building

Subcontractors

Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Job Number	1641
					Date Printed	7/27/2017
					Bid Date	6/7/2017
					Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Blueprint Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bids)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr	Included	Included
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667	12,000	
TOTALS	27,000	27,000	60,400	23,722	20,900	39,950
Recommendation:	Amount					
Michael Baker International	20,900					



Bid Evaluation Report

Reinforcing Steel

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Upland Contracting		Vista Steel		Subcontractors		Job Number	Bid Date	Date Printed
Base Bid									
Spec # : 032000	85,814	Included	83,445	Included					
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included									
Plans and Specs Dated: 1/28/2016 & 10/4/2016									
Acknowledgment of RFIs 1-75 dated 6.5.17									
Bid Good for 60 Days									
Prevailing Wage									
Pregualified per Oxnard School District Standards									
Attachment C Acknowledgement									
Rebar									
New Classroom Addition Building per Structural, Architectural & Civil sheets									
Rebar for Footings									
Rebar for Spread Footings									
Rebar for Column Footings									
Rebar for Stair Footings									
Rebar for Pad Footings									
Rebar for Elevator Pit									
Rebar for Slab on Grade									
Hoisting as Required									
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000		5,000						
Site Concrete Reinforcing	24,486		12,025						
Paving, curbs, seat walls, planter walls									
Site curbs FOB jobsite									
SIT.3									
TOTALS	111,800		96,970		0	0	0	0	0
Recommendation:									
Vista Steel	Amount		96,970		0		0		0



Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction	Santa Clarita Concrete	Job Number	Bid Date	Date Printed
Base Bid	386,879	395,600			
Spec #: 03 1000 - Concrete Forming Accessories	Included	Included			
Spec #: 03 2000 - Concrete Reinforcing	Included	Included			
Spec #: 03 3000 - Cast-In-Place Concrete	Included	Included			
Bond Rate (if required)		Bond @ 1%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included			
Bid Good for 60 Days	90 Days	30 Days			
Prevailing Wage	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Structural Concrete	Included	Included			
Typical SOG Underlayment Detail 14/S-400A:	Included	Included			
4" layer crushed rocks Subbase over prepared subgrade	Included	Included			
Base - 2" Sand Fill over crushed rock	Included	Included			
15 mil. Vapor Barrier by Stego Ind. Over sand	Included	Included			
5" SOG	Included	Included			
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded	Excluded			
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar	w/ Rebar			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included	Included			
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included	Included			
24" X 18" Conc Footing at Stairs per 1/S-700B	Included	Included			
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included	Included			
1-6" thk Mat slab at Elevator Pit per 12/S-700A	Included	Included			
Elevator Pit wall 10" thk per 12/S-700B	Included	Included			
Site Control Plan C-201					
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000	Included			
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000	26,600			
Install Guiderail baseplates per 16/S-700B	Included	Included			
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" twt concrete topping	Included	Included			



Bid Evaluation Report

Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Barcelo Construction	Santa Clarita Concrete	Barcelo Construction	Santa Clarita Concrete			
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500			1641	6/7/2017	7/27/2017
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included					
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500					
2" contrasting strip, abrasive strip	Included	Included					
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included					
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included					
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities					
Other Items:	Included	Included					
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar					
Dewatering as Required	Included	Included					
Setting Anchor Bolt Templates	Included	Included					
Safety walk and progressive cleanup	4,640	4,640					
Curing and Sealing Compounds per Specs as Required	Included	Included					
Drypacking baseplates	1,000	Included					
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included					
Clean up to debris bins	5,100	5,100					
Wash Out Bins	2,500	2,500					
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000					
Spoils removal	approx 325cy	approx 325cy					
SIT.3	(8,700)	(8,709)					
SIT.3	(30,000)	(26,600)					
TOTALS	428,919	413,131	0	0	0	0	0
Recommendation:	Amount						
Santa Clarita Concrete	413,131						



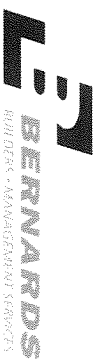
Bid Evaluation Report

Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel						
New Classroom Building	165,450	234,955	304,688			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19R20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs						
Galvanized	122,090	Included	Included			



Bid Evaluation Report

Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	Included	100,000		
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogrill	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing Inserts per detail 2.3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing Inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report



Structural Steel

Marshall Classroom Building

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors				ACSS	Job Number	Bid Date	Date Printed
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.					
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500					
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500					
ARC.12	(15,000)	(13,000)	(15,000)					
ARC.15	(14,500)	(14,000)	(14,000)					
TOTALS	294,133	378,358	417,531	0		0		0
Recommendation:	Amount							
C.A. Buchen	294,133							



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors			
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem
Base Bid	1,244,000	997,037	922,861	1,156,000
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	30 days
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	N/A	N/A	N/A	N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
Rough Framing				
Wall Types Sheet - A-620	Included	Included	Included	Included
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included
Glue-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included
Simpson HDW as Scheduled	Included	Included	Included	Included
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551
Hold Down Schedule 20/S-600	Included	Included	Included	Included
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included
Wood Backing for All Wall Items - Millwork, TV's, Marker/Trackboards, Handrails, M.E.P.	Included	Included	Included	Included
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem			
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	1641	6/7/2017	
Install Pipe Columns per details 2,5,6/5-600D - coordinate w/ Steel sub	Included	Included	Included	Included			
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included			
Roof Crickets per A-131 - should be w/ roofing, use tapered Insul	Excluded	Excluded	Excluded	Excluded			
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280			
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included			
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400			
Blocking & backing for roof ladders	600	600	600	600			
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000			
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000			
Fire Treated Lumber	Included	Included	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included	Included	Included			
Hoisting for your work	Included	Included	Included	Included			
All Required Caulking and Sealants for your work	Included	Included	Included	Included			
Scaffolding for Own Work	Included	Included	Included	Included			
Clean-up into your dumpsters	17,000	17,000	17,000	17,000			
Temporary Stairs & ramps	3,000	3,000	3,000	3,000			
Small tools & equipment	3,500	3,500	3,500	3,500			
Security guard	40,200	40,200	40,200	40,200			
Site Security/Alarm/Camera systems	15,477	15,477	15,477	15,477			
ARC.1	9,500	9,500	9,417	9,500			
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)			
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)			
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000			
TOTALS	1,404,708	1,142,745	1,067,965	1,301,708	0		0
Recommendation:	Amount						
JF Construction	1,067,965						



Bid Evaluation Report

Cabinets / Millwork

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number Bid Date	1641 6/7/2017
	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.		
Base Bid	47,900	36,107	42,290	34,161	35,270	
Spec # : 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	
Spec # : 12 3553 - Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	
Bond Rate (if required)				Bond at 2.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	90 days	90 days	60 days	60 days	45 days	
Bid Good for 60 Days	Included	Included	Included	Included	Included	
Prevailing Wage	N/A	N/A	N/A	N/A	N/A	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement						
Millwork	Included	Included	Included	Included	Included	
Lower Cabinets with Hardware	Included	Included	Included	Included	Included	
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included	Included	
Plastic Laminate Finish	Included	Included	Included	Included	Included	
Plastic Laminate Countertops	Included	Included	Included	Included	Included	
Plastic Laminate Backsplash	Included	Included	Included	Included	Included	
Enlarged Floor Plans - A-410	Included	Included	Included	Included	Included	
Casework details per A-570	Included	Included	Included	Included	Included	
Include the back panel fastening per 2/A-570	Included	Included	Included	Included	Included	
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included	Included	
Typical Classroom per 1/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 101, 102, 103, 104	Included	Included	Included	Included	Included	
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included	Included	
Typical Science Classroom per 2/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 107, 109	Included	Included	Included	Included	Included	
Performing Arts Lab per 3/A-410	Included	Included	Included	Included	Included	
Casework & Counters	Included	Included	Included	Included	Included	
Rms - 208	Included	Included	Included	Included	Included	
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers	w/ Lockers	
FRP Panels	Excluded	Excluded	Excluded	Excluded	Excluded	
TOTALS	47,900	36,107	42,290	34,161	35,270	
Recommendation:	Amount					
Dennis Reeves Inc.	34,161					



Bid Evaluation Report

Waterproofing

Marshall Classroom Building

Subcontractors

Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Job Number	1641
					Patriot Contracting	Paul Wolff
Date Printed					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
Traffic Coatings						
Per Pre-Bid RFI#4						
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	No Bid
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----

Bid Evaluation Report



Waterproofing

Marshall Classroom Building

Subcontractors

Description	Systems WP				Proulx				Santa Barbara Surfacing				Lethner				Patriot Contracting		Paul Wolff		
	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded	Included	Excluded			
Product to be Gaco Western, GW-15-U62		2,680		2,680		2,680		2,680		2,680		2,680		2,680		2,680		2,680		1,750	
Interior Concrete Sealed Floors																					
Interior concrete floors shown on Finish Sch A-612 marked F1	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included	Included 676 sf	
No Spec Provided OR see 03300,2.1,G	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included	Augaseal W-20	
Caulking & Sealants																				No Bid	
Per Schedule in Specs	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included	-----	
Windows, Doors, Walls, As Shown	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included	-----	
SIT.3		(10,530)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		(10,500)		Included	-----
TOTALS		63,636		70,846		69,996		76,346		89,036		0									
Recommendation:	Amount																				
Systems WP	63,636																				



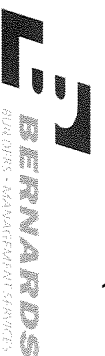
Bid Evaluation Report

Insulation

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors				Roberts Firestop
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	
Base Bid	26,800	36,892	30,527	26,895	See below
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A
Thermal and Blanket Insulation					
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	No Bid
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----
R30 at Roof (Not shown)	See below	See below	See below	See below	-----
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----
Wall type F - Batt insulation	Included	Included	Included	Included	-----
Wall type G - Batt insulation	Included	Included	Included	Included	-----
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----
Wall type N - none shown	-----	-----	-----	-----	-----
Wall type O - batt insulation	Included	Included	Included	Included	-----
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	-----
Fire Stops and Smoke Seals					
Mineral fiber insulation fire safing, damming material, clips and closures	17,324	17,324	17,324	17,324	17,324
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included

Bid Evaluation Report



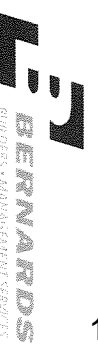
Insulation

Marshall Classroom Building

Subcontractors

Description	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	Roberts Firestop	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included	Included		
Sealants, firestop putty, mortar, pillows, mineral fiber saifing	Included	Included	Included	Included	Included		
TOTALS	51,624	54,216	47,851	49,184	0		0
Recommendation:	Amount						
Alcal	47,851						

Bid Evaluation Report



Sheet Metal & Metal Panels	Marshall Classroom Building					Job Number	1641
	Subcontractors					Bid Date	6/7/2017
	Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Date Printed	7/27/2017
						Patriot Contracting	Valencia Sheet Metal
Base Bid	See below	167,950	See below	See below	See below	189,170	103,880
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included	Included
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	60 days	30 days
Prevailing Wage	Included	Included	Included	Included	Included	Included	Included
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	Included	40,000
Roof Plan A-131	Included	Included	-----	Included	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Included	-----	Included	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included	Included
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	Included	Included	Included
Roof to plaster conditions	Included	Included	-----	6,400	Included	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included	Included



Sheet Metal & Metal Panels

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017
Patriot Contracting	Valencia Sheet Metal

Description	Subcontractors					Job Number	Date Printed	Patriot Contracting	Valencia Sheet Metal
	R&J SM	Letner	Commercial Roofing	Merit Metal Products					
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000		10,000	10,000		
Connects to storm drains systems, not shown	Included	Included	-----	Included		Included	Included		
Roof Drains are internal pipes by plumber	Included	Included	-----	Included		Included	Included		
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A		N/A	N/A		
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A		N/A	N/A		
Roof Hatch									
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	No Bid	Included		Included	Included		
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included		Included	Included		
Prefab Curb by MFR	Included	Included	-----	Included		Included	Included		
Installed in Electrical Room 206	Included	Included	-----	Included		Included	Included		
Metal Roofing									
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included		Included	Included		
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included		Included	Included		
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales		Included	Included		
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included		Included	Included		
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included		Included	Included		
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included		Included	Included		
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included		Included	Included		
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included		Included	Included		
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown		Not shown	Not shown		
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included		Included	Included		
Waste Disposal	3,400	3,400	3,400	3,400		3,400	3,400		
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500		15,000	9,000		
Wall Louvers									
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC		w/ HVAC	w/ HVAC		
	Metal Roof SM	Metal Roof SM	Metal Roof Only No SM	Alt Metal Roof SM		Metal Roof SM	Alt Metal Roof SM		
TOTALS	236,257	195,350	205,581	160,900		217,570	175,290		
Recommendation:	Amount								
Merit Metal Products	160,900								

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Base Bid	See below	0				
Spec #: 07 4000 - Metal Roof Panels	Included	SM only				
Bond Rate (if required)	Included	w/roofing bid				
	Bond @ 2.5%					
Furnished, Installed, FOB jobsite, Tax Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included					
Acknowledgment of RFI's 1-75 dated 6.5.17	Included					
Bid Good for 60 Days	30 Days					
Prevailing Wage	Included					
Prequalified per Oxnard School District Standards	N/A					
Attachment C Acknowledgement	N/A					
Sheet Metal						
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	9,550				
Roof Plan A-131	Included					
Flexible Flashing and Underlayment	Included					
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included					
MFR - WR Grace, Jiffy-Seal or equal	Included					
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included					
Roof Details Sheet A-500:	Included					
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included					
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included					
Roof penetration at Ducts Flashing - 5/A-500	Included					
Flash at Pipes penetrations - 6/A-500	Included					
Flash at Exhaust duct - 9/A-500	Included					
Flash at roof access hatch - 10/A-500	Included					
Flash at fascias - 5/A-501	Included					
Flash at upper roof exterior soffits - 6/A-501	Included					
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included					
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included					
Door & Window Sill/Head Flashings - 1.2/A-5120	Included					
Door head flashing - 10-12/A-520	Included					
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included					
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included					
Roof to plaster conditions	9,000					
Gutters & Downspouts - None Shown	Included					



Sheet Metal & Metal Panels	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
					Date Printed	7/27/2017
Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains systems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 I.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included					
10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Blico, Dur-Red, Millicor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mt roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal	-----					
Provide Alternate Add if not in base bid						
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC Metal Roof SM	No Metal Roof SM Only				
TOTALS	275,928	0	0	0	0	0
Recommendation:	Amount					
Merit Metal Products	160,900					



Bid Evaluation Report

Roofing

Marshall Classroom Building

Subcontractors

Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing	Job Number	1641	
							Bid Date	6/7/2017	
							Date Printed	7/27/2017	
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179			
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included			
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included			
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included			
Prevailing Wage	Included	Included	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A			
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included			
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included			
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included			
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included			
Single Ply Roofing System 60 mill without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included	Included 7,000sf			
Fully Adhered	Included	Included	Included	Included	Included	Included			
Mechanically Fastened	Included	Included	Included	Included	Included	Included			
R-30 Rigid Isoocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included			
Tapered crickets w/ Insulation	Included	Included	Included	Included	Included	Included			
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included			
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included			
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included			
Include all sealants	Included	Included	Included	Included	Included	Included			
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640			
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included			
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included			
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included			
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250			
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included			
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)			
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)			
TOTALS	118,535	148,329	140,107	194,098	206,140	123,569			
Recommendation:	Amount								

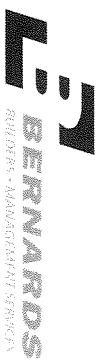
Bid Evaluation Report



Roofing

Marshall Classroom Building

		Subcontractors			Job Number	1641
		Best Contracting	Chapman Coast	Commercial Roofing	Date Printed	6/7/2017
				Craig Roofing	Letner Roofing	7/27/2017
Best Contracting		118,535			WSP Roofing	



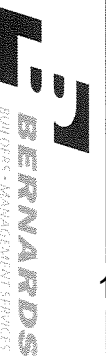
Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number		
					Bid Date	1641	
						Date Printed	6/7/2017
						Estrada Hardware	7/27/2017
Base Bid	99,420	113,689	132,696	102,265		115,060	
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included		Included	
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included		Included	
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included		Included	
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included		Included	
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included		Included	
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		Included	
Bid Good for 60 Days	60 Days	60 Days	30 days	Included		Included	
Prevailing Wage	Included	Included	Included	Included		Included	
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A		N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		N/A	
Hollow Metal Doors and Frames	Included	Included	Included	Included		Included	
MFR per Specs	Included	Included	Included	Included		Included	
Frame Details - A-520	Included	Included	Included	Included		Included	
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included		Included	
HM Frames ()	Included	Included	Included	Included		Included	
Type A	Included	Included	Included	Included		Included	
Type B	Included	Included	Included	Included		Included	
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs		w/ Spec Drs	
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included		Included	
Type E - w/ Louver	Included	Included	Included	Included		Included	
HM Doors (30)	Included	Included	Included	Included		Included	
Wood Doors (3)	Included	Included	Included	Included		Included	
Install HM Doors	Included	Included	Included	Included		Included	
Install HM Frames	Included	8,500	8,500	8,500		6,350	
Install Wood Doors	Included	Included	Included	Included		Included	
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750		3,375	
Door Hardware	Included	Included	Included	Included		Included	
Hardware per Schedule in Specs	Included	Included	Included	Included		Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		2,320	
Door Thresholds	Included	Included	Included	Included		Included	
Misc. Door Hardware - Site Gates	Included	Included	Included	Included		Included	
Storefront Doors - None Shown	Included	Included	Included	Included		Included	
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included		Included	
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included		Included	



Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number		
					1641		
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475		
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690		
ARC:26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)		
TOTALS	110,110	135,199	154,206	123,775	132,270		0
Recommendation:	Amount						
Construction Hardware	110,110						



Bid Evaluation Report

Glass & Glazing

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Santa Barbara Glass			Coast to Coast			
	Center Glass						
Base Bid	79,908	86,300					
Spec #: 08 5113 - Aluminum Windows	Included	Included					
Spec #: 08 7100 - Door Hardware	N/A	N/A					
Spec #: 08 8000 - Glazing	Included	Included					
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included					
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included					
Bid Good for 60 Days	Included	30 days					
Prevailing Wage	Included	Included					
Prequalified per Oxnard School District Standards	N/A	N/A					
Aluminum Windows	Included	Included					
Double and Single Hung Windows	Included	Included					
Acceptable Manufacturers for Aluminum Windows	Included	Included					
Efco Series 684 & 694	Included	Series 2700					
Traco TR-9000	Included	Excluded					
Graham Series 3000/3100	Included	Excluded					
Peerless Model 4340 & 4140	Included	Excluded					
New Classroom Bldg - A-111, A-112	Included	Included					
Type A - 5' x 2'-1"	Included	Included					
Type B - 3' x 6'	Included	Included					
Type C - 5' x 6'	Included	Included					
Type D - 5' x 6'	Included	Included					
Type E - 3' x 8'	Included	Included					
Type F - 5' x 8'	Included	Included					
Type G - 5' x 6'	Included	Included					
Type H - 5' x 6'	Included	Included					
Type I - 3' x 6'	Included	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775					
Glazing	Included	Included					
Glass for Vision Lites & Windows	3,750	Included					
Include SG - Safety Glazing as Indicated on Window Schedule A-610, per spec 08800	Included	Included					
Include OB - Obscured Glazing as Indicated on Window Schedule A-610, per spec 08800	Included	Included					
Other							
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500					
Mock-Up	1,250	1,250					
ARC.1	24,998	25,000					
ARC.22	(4,094)	(4,000)					
TOTALS	114,087	116,825	0	0	0	0	0

Bid Evaluation Report



Glass & Glazing	Marshall Classroom Building			Job Number Bid Date	1641 6/7/2017
Description	Subcontractors			Date Printed	7/27/2017
Recommendation:	Santa Barbara Glass	Center Glass	Coast to Coast	Amount	114,087
Santa Barbara Glass					



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keystone 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06,G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01,E	Included	Included	Included		Included	
Paper Grade D, 60--min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16--hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	

Bid Evaluation Report

Plaster & Drywall	Marshall Classroom Building				Job Number 1641
	Subcontractors				
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Perlite Plastering
					Pacific Interiors
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included
Corner Bead - 13/A-510	Included	Included	Included		Included
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included
Plaster Stops - 5/A-501	Included	Included	Included		Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	70,000	62,686	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included
All roof parapet walls (interior) and mechanical wall walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600
Patching, Taping, Floating as Required	Included	Included	Included		Included
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included
Scaffolding for Own Work	90 Days	107,323	Included		Included
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400
Drywall					
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	Included	Included	Included	Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included	Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900.3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH		w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000		3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350		1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500		1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000		1,000
Drywall Pickup	Included	Included	Included	Included		Included
Hoisting for Own Work	Included	Included	Included	Included		Included
Scraping and Disposal	6,375	6,375	6,375	6,375		6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800		10,800
Fire Stops and Smoke Seals						
Mineral fiber insulation fire safing, damming material, clips and closures	7,551	7,551	7,551	7,551		7,551
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included		Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included		Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included		Included
ARC.1	9,250	9,250	9,025	9,250		9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)		(10,000)

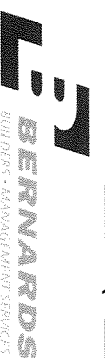


Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Bid Date	6/7/2017
					Date Printed	7/27/2017
ARC:20	(70,000)	(62,682)	(70,000)	(70,000)	Perlite Plastering	Pacific Interiors
ARC:20	5,000	5,000	4,945	5,000		
TOTALS	697,601	827,146	538,346	659,716		
Recommendation:		Amount				
Church and Larsen		538,346				



Bid Evaluation Report

Title

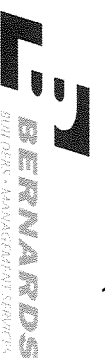
Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors					
	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Base Bid	99,325	110,210	91,500		0	
Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Title	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystones 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
GROUT - Standard, Polymer modified, or Epoxy GROUT - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
GROUT Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 283/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1 2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortaset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



Title

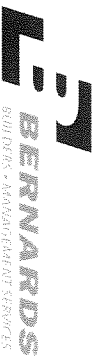
Marshall Classroom Building

Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description	Subcontractors			Amount
	Stonerock Tile	J. Colavin & Son	Silverado Tile	
Interior Elevations A-224	Included	Included	Included	
8' Ht Tile Mainscot (RFI # 24)	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included	
ARC:7	(21,500)	(21,500)	(21,670)	
ARC:16	(6,000)	(6,000)	(6,240)	
ARC:18	(16,000)	(16,000)	(16,290)	
TOTALS	63,730	70,530	51,120	0
Recommendation:	Amount			
Silverado Tile	51,120			0



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	Hamilton Ceiling Systems
	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney				
Base Bid	41,500	53,030	42,490	35,775	36,000	6/7/2017	1641	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included			Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included			Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included			Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included			Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included			Included
Prevailing Wage	Included	Included	Included	Included	Included			Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A			N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A			N/A
Acoustical Panel Ceilings								
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included			Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included			Included
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed			CertainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included			Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included			Included
ACT Details per A-540	Included	Included	Included	Included	Included			Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included			Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included			Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included			Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320			2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included			Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included			Included
Acoustical Wall Panels								
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400			34,660
AWP Type 1, Keynote 10.54					Included			
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included			
Tackable Wall Panels								
Finish Schedule A-612:					Included			



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Alert Insulation	Subcontractors			Prime Acoustics	Hamilton Ceiling Systems
		Standard Drywall	Commercial Interiors	CG Chaney		
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color palette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting hardware, concealed types, individually removable					Included	
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included	
Interior elevations at classrooms A-220					Included	
Tackboard Floor to Ceiling see 3/A-530					Included	
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included	
Installed directly over drywall walls					Included	
ARC:5					(24,400)	
TOTALS	79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:	Amount					
Prime Acoustics	48,320					



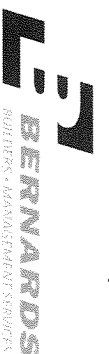
Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Nelson Adams Naco		Tech-Wall	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	65,000	39,982	AWP Only	AWP Only			
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A			
	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	30 Days	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Acoustical Panel Ceilings							
Reflected Ceiling Plans A-121 to A-122	Included	Included					
	Included	Included					
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included					
MFR - Armstrong, CertainTeed or USG	Armstrong	CertainTeed					
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included					
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included					
ACT Details per A-540	Included	Included					
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included					
Include Compression struts per 2/A-540	Included	Included					
Read and abide by all Notes on sheet	Included	Included					
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600					
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included					
0							
Acoustical Wall Panels							
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	85,000	56,448	16,736	25,084			
AWP Type 1, Keynote 10.54	Included	Included	Included	Included			
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+ /ly weight	Included	Included	9,000	Included			
Tackable Wall Panels	10,000	10,000	10,000	9,576			
Finish Schedule A-612:	Included	Included	Included	Included			



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	1641
			Nelson Adams Naco			Bid Date	6/7/2017
						Date Printed	7/27/2017
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	Included		
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included	Included		
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal	Included	Included	Included	Included	Included		
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included	Included		
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included	Included		
Include all mounting hardware, concealed types, individually removable	Included	Included	Included	Included	Included		
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included	Included		
Interior elevations at classrooms A-220	Included	Included	Included	Included	Included		
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included	Included		
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included	Included		
Installed directly over drywall walls	Included	Included	Included	Included	Included		
ARC.5							
TOTALS	160,600	107,030	35,736	34,660	0	0	0
			AWP Only	AWP Only			
Recommendation:	Amount						
Prime Acoustics	48,320						



Bid Evaluation Report

Carpet & Resilient Flooring

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Job Number	Bid Date
	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring		
Base Bid	59,951	64,560	76,887	65,126		
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included		
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Flooring						
Minor Floor Prep	Included	Included	Included	Included		
Testing for PH and Moisture	Included	Included	Included	Included		
Remediation if Applicable	Included	Included	Included	Included		
Resilient Flooring and Rubber Base						
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included		
MFR - Forbo, Marmoleum Composition Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included		
Include all adhesives & sealants	Included	Included	Included	Included		
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700		
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included		
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included		
F2 at All Classrooms	Included	Included	Included	Included		
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included		
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640		
Include cleaning of floors after installation per specs	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320		
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included		
Include protection of floors after installation per specs	Included	Included	Included	Included		
TOTALS	69,611	74,220	86,547	74,786	0	0
Recommendation:	Amount					
Reliable Flooring	69,611					

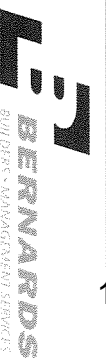


Bid Evaluation Report

Painting

Marshall Classroom Building

Description	Subcontractors				Job Number	Date Printed	Valley Painting
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting			
Base Bid	53,100	102,000	155,800	185,000	0	0	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included			
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	90 Days	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Painting and Coating							
BOD - Dunn Edwards or Equal	Included	Included	Included	Included			
Colors TBD	Included	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included	Included			
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing			
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included			
P2-Interior Gloss Paint	Included	Included	Included	Included			
P3-Clear Sealant	Included	Included	Included	Included			
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included			
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included			
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included			
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included			
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included			
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included			
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included			
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included			
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included			
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included			
Shop-Primed Items	Included	Included	Included	Included			
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included			
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included			
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included			
Cleanup of all your work	Included	Included	Included	Included			
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092			



Bid Evaluation Report

Painting

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	6/7/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		7/27/2017
Hedge	26,800					
ARC:1	2,000	2,000	2,000	2,000		
ARC:4	10,700	11,000	11,000	11,000		
ARC:5	3,000	3,000	3,000	3,000		
ARC:17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	102,192	124,592	178,392	207,592	0	0
Recommendation:	Amount					
Vanguard	102,192					

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Div	Description	Amount	Recommended Subcontractor	Job Number	1641
				Bid Date	6/7/2017
			Date Printed	7/27/2017	
			Bids Received	1	
10 44 00	Fire Extinguishers & Specialties	3,045	BL Wilcox (\$3,045 Supplier)		3
	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)		
	1st fl Keynote 10.51 - Fire Extinguisher Cabinet	Included	John Pence (\$4,800)		
	Semi-Recessed, see 6&7/A-530				
	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet	Included			
	Semi-Recessed, see 6&7/A-530				
	1st Fl (8 ea)	Included			
	2nd Fl (1 ea)	Included			
	Provide rated cabinet at rated wall per note on 7/A-530	Included			
	Semi Recessed FEC Max. Projection 4" (RFI #32)				
10 50 50	Lockers	46,600	Inland Empire		1
	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included			
	See Accessible Locker Calculations on sheet A-411, total of 8	Included			
	MFR - DeBourgh Manufacturing Co. or equal	Included			
	Interior Elevations A-224, see Keynotes	Included			
	12.10 - 12"x12" triple stack locker, see 13/A-530	Included			
	12.13 - Accessible locker, see 13/A-530	Included			
	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included			
	1-Tier Lockers per detail 13/A-530 - None shown	Included			
	2-Tier Lockers per detail 13/A-530 - None shown	Included			
	3-Tier Lockers per 13/A-530	Included			
	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included			
	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included			
	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included			
	Include Locker base at stud wall installation per 15/A-530	Included			
	Coordinate blocking & backing w/ Framer	Included			
	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included			
	6" Upturned C/P concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete			

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
N/A	Misc Site Furnishings	0	Bernards	
	None Noted			
N/A	Misc Equipment (TV's)	6,000	Bernards	
	TV Wall Brackets - 1/A-531	Included		
	MFR not listed, size is 2'-5"X2'	Included		
	Furnished	by District		
	Installed	Included		
	Coordinate blocking & backing w/ framing sub	Included		
	TV's in Classrooms	by District		
	60" Flat Screen by District	by District		
	Final hook-up, connection to Teachers computer	by District		
	Total	55,645		



Bid Evaluation Report

Visual Display Boards

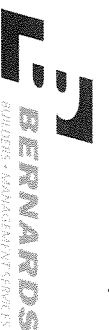
Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	ABC School Equipment		Nelson Adams Naco Inc.		0			
	Included	275,308	Included	208,582				
Base Bid	Included	275,308	Included	208,582	0			
Spec #: 101101								
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included	Included		Included					
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included					
Acknowledgment of RFT's 1-75 dated 6.5.17	Included		Included					
Bid Good for 60 Days	60 Days		Included					
Prevailing Wage	Included		Included					
Pregualified per Oxnard School District Standards	N/A		N/A					
Attachment C Acknowledgement	N/A		N/A					
Visual Display Boards								
Finish Schedule A-612:	Included		Included					
W4 - Marker Board Panel over gypsum board	Included		Included					
Interior Elevations sheets A-220 to A-223	Included		Included					
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included		Included					
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included		Included					
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included		Included					
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual		Nelson Adams Naco					
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included		Included					
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included		Included					
Furnished AND Installed	Included		Included					
First Floor Classrooms - total of 19 each	Included		Included					
Second Floor Classrooms - total of 23 each	Included		Included					
ARC.4	(60,500)		(60,223)					
TOTALS		214,808		148,359	0	0	0	0
Recommendation:		Amount						
Nelson Adams Naco Inc.		148,359						

Bid Evaluation Report

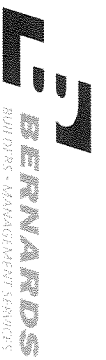


Signage

Marshall Classroom Building

Subcontractors

Description	AGS	John Pence Bldg Spec.	CA Signs	Braille Signs, INC	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	2,975	Included		
Assistive Listening Signage	250	Included	Included	Included		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	12,625	12,880	17,196	18,302	0	0
Recommendation:	Amount					
AGS	12,625					



Bid Evaluation Report

Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh			
Base Bid	31,400	23,200	30,700	34,192	1641	6/17/2017	7/27/2017
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included			
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Toilet Compartments	Included	Included	Included	Included			
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included			
Galaxy hardware, Series 8033	Included	Included	Included	Included			
Fire Rated Class B for ASTM E84	Included	Included	Included	Included			
Overhead braced	Included	Included	Included	Included			
Accessible compartments	Included	Included	Included	Included			
Standard compartments	Included	Included	Included	Included			
Urinal Screens	Included	Included	Included	Included			
Vestibule Screens	Included	Included	Included	Included			
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color			
Toilet Accessories	Included	Included	Included	Included			
MFR - Bobrick or approved equal	Included	Included	Included	Included			
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included			
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage			
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included			
10.33 - Surface mounted soap dispenser 1/A-5353, B-211	Included	Included	Included	Included			
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included			
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included			
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included			
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included			
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included			
Janitor Closet Accessories	Included	Included	Included	Included			

Bid Evaluation Report



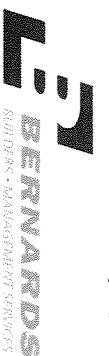
Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors				Amount	0	0
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh			
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included			
Not Keynoted, but listed in Spec Section:							
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included			
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included			
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000			
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included			
Other Potential Items:							
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded			
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)			
TOTALS	32,400	29,000	31,700	30,992		0	0
Recommendation:							
YTI Enterprises	Amount				29,000		



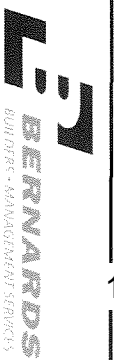
Bid Evaluation Report

Window Coverings

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Date Printed
	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window		
Base Bid	10,000	15,440	16,340	21,248	1641	6/7/2017
Spec #: 12 2413 - Roller Window Shades						7/27/2017
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fascia, filters, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	10,000	15,440	16,340	21,248	27,860	0
Recommendation:	Amount					
A1 Quality Blinds	10,000					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	



Bid Evaluation Report

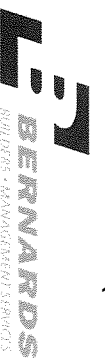
Final Cleaning

Marshall Classroom Building

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	AAA Express Janitorial	All-Pro Bid Maintenance	Commercial Const Cleaning			
Base Bid	2,700	28,760	22,550			
Spec #: N/A	N/A	N/A	N/A			
Furnished, Installed, FOB jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	Included	N/A	N/A			
Attachment C Acknowledgement	Included	N/A	N/A			
Final Construction Cleaning						
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included			
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included			
Clean elevator, inside & out	500	Included	Included			
Clean interior windows & mullions	Included	Included	Included			
Clean exterior windows	3,500	Included	Included			
Clean all cabinets, counter & millwork	Included	Included	Included			
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included			
Clean all door frames, hardware & kick-plates	Included	Included	Included			
Wipe clean baseboards	Included	Included	Included			
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included			
Vacuum all carpeted areas	Included	Included	Included			
Clean all air return grills	Included	Included	Included			
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included			
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included			
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included			
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included			
Clean tile floors & walls	2,500	Included	Included			
Sweep & mop all floors	Included	Included	Included			
Wax, 3-coat, all VCT floors	2,500	Included	Included			
Sweep & mop all exterior walkways, corridors, stairways & gurradrails	2,500	Included	Included			
Sweep & power wash ext bldg walks, sidewalk & hardscape	3,500	Included	3,500			

Bid Evaluation Report



Final Cleaning

Marshall Classroom Building

Subcontractors

Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const. Cleaning	Job Number	
				1641	
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Prevailing Wage rates requirements	5,000	Included	Included		
T&M rate per employee			\$79.80/hr		
TOTALS	29,700	28,760	26,050	0	0
Recommendation:		Amount			
Commercial Const Cleaning		26,050			



Bid Evaluation Report

Elevators

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Kone, Inc.	Republic Elevator	Subcontractors			
			Amount	Amount	Amount	Amount
Base Bid	195,850	ALT: \$89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg I - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	0	90,220	0	0	0	0
Recommendation:	Amount					
Republic Elevator	90,220					



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors		
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire
Base Bid	276,600	123,456	126,266
Spec #: 21 1000 - Fire Protection	Included	Included	Included
License Designation C-16, Fire Protection Contractor	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included
Bid Good for 60 Days	60 Days	30 Days	30 days
Prevailing Wage	Included	Included	Included
Prequalified per Oxnard School District Standards	No	Yes	Yes
Attachment C Acknowledgement	Included	Included	Included
Furnish & Install Fire Sprinkler System	Included	Included	Included
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included
<i>Manufacturer - Tyco</i>	Included	Included	Included
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included	Included
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included
Flush Sidewall Head in Soffits	Included	Included	Included
Brass or White Finish	Included	Included	Included
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities
Piping Distribution (Risers, Mains & Branch Lines)	Included	Included	Included
Upright Sprinkler Deflectors as Shown	Included	Included	Included
Provide Head Guards as Required	Included	Included	Included
Head Box w/ Spare Heads and Wrenches	Included	Included	Included
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors			TOTALS	Recommendation:
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Install sprinklers in elevator shaft and elevator equipment, not shown	2,500	2,500	2,500		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included		
Sleeves as Required	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included		
Electric Bell	Included	Included	Included		
Sound and Vibration Control	Included	10,000	Included		
Furnish Access Panels as Required	Included	Included	1,250		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500		
BIM Coordination	5,000	5,000	5,000		
As-Builts and Record Documents	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500		
TOTALS	286,600	143,456	151,266	0	0
Recommendation:	Amount				
J.G. Tate Fire Protection	143,456				



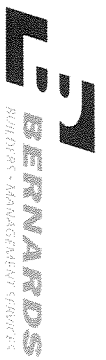
Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commercial	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA Hilo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	



Bid Evaluation Report

Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number		
					Suttles Plumbing	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included		
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included		
Circulating Pump (CP-1)	Included	Included	Included	Included	Included		
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included		
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included		
Hot and Cold Water Piping	Included	Included	Included	Included	Included		
Copper Type L Lead-Free Piping	Included	Included	Included	Included	Included		
<i>Cross fittings stops and white primed wire supply</i>	Included	Included	Included	Included	Included		
<i>1 hour at all elevations</i>	Included	Included	Included	Included	Included		
Waste and Vent Piping	Included	Included	Included	Included	Included		
Cast-Iron, No Hub	Included	Included	Included	Included	Included		
Storm and Roof Drain Piping	Included	Included	Included	Included	Included		
Cast-Iron, No Hub	Included	Included	Included	Included	Included		
Gas Piping	Included	Included	Included	Included	Included		
Schedule 40 Steel	Included	Included	Included	Included	Included		
Condensate Piping, HVAC	Included	Included	Included	Included	Included		
Copper Type M, Lead-Free	Included	Included	Included	Included	Copper Type L		
Connect Sewer, Storm Drain and Domestic Water	Included	Included	Included	Included	Included		
Service 5' Out	Included	Included	Included	Included	Included		
Piping Insulation as Required	Included	Included	Included	Included	Included		
Temporary Water for Construction Use (Meter by Others)	13,400	13,400	13,400	13,400	13,400		13,400
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included		Included
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included		7,500
BIM Coordination	10,000	17,500	10,000	10,000	10,000		10,000
Caulking and Sealants as Required	Included	Included	Included	Included	Included		2,500
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included		Included
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included		Included
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included		Included
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included		Included
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642		Included
Vibration Isolation	Included	Included	Included	Included	Included		Included
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included		Included
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included		Included
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included		Included
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	Included		20,000
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350		3,350
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400		1,400
Temporary Toilets	2,100	2,100	2,100	2,100	2,100		2,100

Bid Evaluation Report

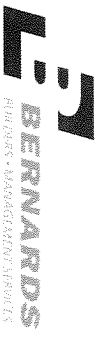


Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100		
ARC:27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)		
TOTALS	355,312	403,522	375,182	454,102	473,850		0
Recommendation:						Amount	
City Commerical						355,312	



Bid Evaluation Report

HVAC

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.
Base Bid	610,090	544,600	435,800	440,000
Spec #: 23 0000 - General Provisions	Included	Included	Included	Included
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included
Spec #: 23 0548 - Vibration Isolation and Seismic Restraints	Included	Included	Included	Included
Spec #: 23 2500 - Water Treatment	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days
Prevailing Wage	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)
Attachment C Acknowledgement	Included	Included	Included	Included
Furnish & Install All HVAC Equipment				
Building Equipment	Included	Included	Included	Included
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included
Factory Curbs/ Install	Included	Included	Included	Included
Furnish & Install All Ductwork and Distribution				
Sheet Metal Lined Round Ducts	Included	Included	Included	Included
Sheet Metal Rectangular Ducts	Included	Included	Included	Included
Flexible Round Ducts	Included	Included	Included	Included
Building Distribution	Included	Included	Included	Included
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included
Outdoor Exhaust Grilles	Included	Included	Included	Included
Fire/Smoke Dampers	Included	Included	Included	Included
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included
Sound Boots as Required	Included	Included	Included	Included
Sheet Metal Louvers	Included	Included	3,800	Included



Bid Evaluation Report

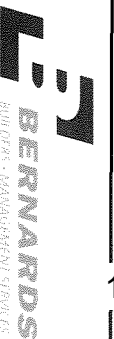
HVAC

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Climate Control				Mechanical			
	J.R. Barto	Sheldon	WR Robbins Co.		J.R. Barto	Sheldon	WR Robbins Co.	
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/1M505	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 20,000				
22 ga galv hoods at roof ductwork per 4/M-510								
Furnish & Install HVAC Controls	Included	Included	Included	Included	Included	Included	Included	
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included	Included	Included	Included	
MFR - Aleton	Included	Included	Included	Included	Included	Included	Included	
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included	Included	Included	Included	
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included	Included	Included	Included	
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included	Included	Included	Included	
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included	Included	Included	Included	
All Piping and Duct Insulation as Required	Included	Included	Included	Included	Included	Included	Included	
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included	Included	Included	Included	
Sound and Vibration Control	Included	Included	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	3,500	Included	Included	Included	Included	Included	
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	Included	Included	
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218				
Construction Filters and Final Filters	Included	Included	Included	Included	Included	Included	Included	
All Sheet Metal Flashings as Required	Included	Included	Included	Included	Included	Included	Included	
Firestopping at Penetrations	Included	2,000	Included	Included	Included	Included	Included	
Testing and Balancing	Included	Included	Included	Included	Included	Included	Included	
Duct Pressure Testing	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included	Included	
BIM Coordination	6,700	6,700	6,700	6,700				
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)				
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)				
TOTALS	535,057	475,068	366,968	374,918	0	0		
Recommendation:	Amount							
Sheldon Mechanical	366,968							



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included		
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days		

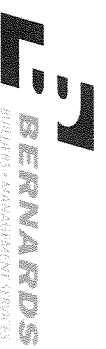
Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric		Reyes & Sons		Taft Electric		Venco		Siemens	
	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Prequalified per Oxnard School District Standards	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Attachment C Acknowledgement	Included		Included		Included		Included		Included	
Furnish & Install Building Electrical										
Main Gear and Panels	Included		Included		Included		Included		Included	
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included		Included		Included		Included		Included	
500KVA WP Site Transformer w/ Disconnect	Included		Included		Included		Included		Included	
Distribution Boards	Included		Included		Included		Included		Included	
Panel Boards	Included		Included		Included		Included		Included	
Lighting Control Panels and Lighting Control System	Included		Included		Included		Included		Included	
Circuit Breakers	Included		Included		Included		Included		Included	
Transformers	Included		Included		Included		Included		Included	
Ground Bus / Grounding Systems	Included		Included		Included		Included		Included	
Distribution, Conduit and Wiring	Included		Included		Included		Included		Included	
Copper Bussing and Wiring w/ Rigid Conduit	Included		Included		Included		Included		Included	
Feeders (RFI# 26)	Included		Included		Included		Included		Included	
Power Distribution	Included		Included		Included		Included		Included	
Conduits & Raceways	Included		Included		Included		Included		Included	
Lighting Switches, Conduit and Wiring	Included		Included		Included		Included		Included	
Cable Trays	Included		Included		None Shown		None Shown		Included	
Terminal Cabinets & Racks	Included		Included		Included		Included		Included	
Outlet & Junction Boxes, Pull Boxes	Included		Included		Included		Included		Included	
Wiring Devices	Included		Included		Included		Included		Included	
Switches / Disconnects	Included		Included		Included		Included		Included	
Overcurrent Protection	Included		Included		Included		Included		Included	
Connections to Existing Generator	2,500		2,500		2,500		2,500		2,500	
Power to Equipment	Included		Included		Included		Included		Included	
Power to Mechanical & Plumbing Equipment	Included		Included		Included		Included		Included	
Power to Misc. Equipment / Motors / Devices	Included		Included		Included		Included		Included	
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included		Included		Included		Included		Included	
Power to Building Lighting w/ Controls and Panels	Included		Included		Included		Included		Included	
Power for Irrigation Controller (RFI#65)	Included		Included		Included		Included		Included	
Conduit & Back Boxes Only:	Included		Included		Included		Included		Included	
Voice / Data / CATV Systems	Included		Included		Included		Included		Included	
Computer Network Cabling System	Included		Included		Included		Included		Included	
Autonomous PA System	Included		Included		Included		Included		Included	
Occupancy / Motion Sensor System	Included		Included		Included		Included		Included	
Energy Management Systems / HVAC Controls	Included		Included		T-Stat Conduit Only		Included		Included	



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included	
Temporary Power and Lighting	42,000	42,000	39,000	42,000	
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included	
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included	
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included	
Temp Power Spider Boxes	Included	Included	Included	Included	
Temp Light Strings	Included	Included	Included	Included	
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included	
Furnish & Install Building Low Voltage Systems					
Fire Alarm System	See Below	See Below	See Below	See Below	See Below
Complete Addressable Fire Alarm System (E-204 & E-304)	71,131	71,131	Included	71,131	71,131
Manufacturer - Siemens	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included
Per City Fire Dept. Standards	Included	Included	Included	Included	Included
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included
Permits / Licenses / Fees	Included	Included	Included	Included	Included
Security, Intrusion and Access Control System	24,950	Included	Included	27,500	
MFR - Per Specs	Included	Included	Included	Included	
Computer, Monitors, and Recording Devices	By Owner	By Owner	By Owner	By Owner	
Complete	Included	Included	Included	Included	
Infrared Motion Detectors	Included	Included	Included	Included	
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included	
Interconnection with Overhead Doors as Required	Included	Included	Included	Included	
Interconnection with Elevators as Required	Included	Included	Included	Included	
All Weather-Rated Enclosures	Included	Included	Included	Included	
All Wiring as Required	Included	Included	Included	Included	
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	
Permits / Licenses / Fees	Included	Included	Included	Included	
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included	
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included	



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Multi-Mode & Single-Mode Fiber Optic Cable	Included	Included	Included	Included		
CAT 5E Cabling	Included	Included	Included	Included		
Voice Cabling	Included	Included	Included	Included		
Faceplates, Data and Phone Jacks	Included	Included	Included	Included		
Signal Terminal Cabinets	Included	Included	Included	Included		
All Connectors, Hangers, Labels as Required	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Install and Connect Owner Furnished Rack Mounted Uninterruptible Power Supplies and Ethernet Switches in Equipment Cabinets at Locations with Active Equipment.	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Classroom Sound Enhancement System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (274113, 2.01)</i>	Included	Included	Included	Included		
Infrared Technology - Dome Sensors	Included	Included	Included	Included		
Single and Multiple Input/Output Amplifiers	Included	Included	Included	Included		
Loudspeakers w/ Integral Sealed Back Can	Included	Included	Included	Included		
Wall Mounted Control Panel	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Battery Chargers	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
PA and Intercommunication System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (275116, 2.01)</i>	Included	Included	Included	Included		
System Equipment Racks	By Owner	By Owner	By Owner	By Owner		
Central Card Cage / Shelf Assembly	By Owner	By Owner	By Owner	By Owner		
Intercom System w/ Display Telephone	Included	Included	Included	Included		
Wall Mounted Control Panel & Display Units	Included	Included	Included	Included		
Turners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
<i>Manufacturer - Lathem LTR8-512-M or District Approved</i>	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		



Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	
					Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
All Wall-Mounted Clocks	Included	Included	Included	Included		
Standby Battery System (7 Days)	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
Furnish & Install Site Electrical	Included	Included	Included	Included		
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included		
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750
Surveying route of new service	Included	Included	Included	Included		
Potholing & line verification of new runs	Included	Included	Included	Included		
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included		
Demo curbs	Included	Included	Included	Included		
Demo Landscape/AC Paving	Included	Included	Included	Included		
AC Paving demo at dropoff	Included	Included	Included	Included		
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included		
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included		
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included		
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included		
New Curbs (from Demo above)	Included	Included	Included	Included		
Put-Back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included		
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included		
Possible Re-Striping	Included	Included	Included	Included		
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included		
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included		
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included		
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included		

Bid Evaluation Report

Electrical / Low Voltage
Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included	
Dry Utilities - Power	Included	Included	Included	Included	
Secondary Conduit From New On-Site Transformer to New Wp Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included	
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included	
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included	
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included	
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included	
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included	
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included	
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included	
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE	
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE	
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE	
Dry Utilities - Low Voltage	Included	Included	Included	Included	
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included	
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included	
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included	
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing	
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included	
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included	
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included	
Furnish & Install Lighting	Included	Included	Included	Included	
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included	
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included	



Bid Evaluation Report

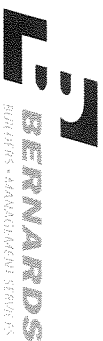
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number		
					Siemens	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included			
Exit Signs	Included	Included	Included	Included			
LED Lamps	Included	Included	Included	Included			
Non-LED Lamps	Included	Included	Included	Included			
Occupancy Sensors	Included	Included	Included	Included			
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included			
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included			
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425		3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included			
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete			
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals			
NEMA Enclosures, where shown	Included	Included	Included	Included			
Flashings at Penetrations	Included	Included	Included	2,000			
Caulkings / Sealants	Included	Included	Included	Included			
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included			
Sound and Vibration control	Included	Included	Included	Included			
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included			
Backfill Trenches / Bedding	Included	Included	Included	Included			
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772			
All Required Signage and Identification Labels	Included	Included	Included	Included			
Seismic Bracing to Meet Code	Included	Included	Included	Included			
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000		1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000			
Electrical Permits	Included	3,000	No cost	3,000			
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000			
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000			
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)			
TOTALS	1,512,816	1,344,386	1,177,480	1,317,786		75,631	0
Recommendation:	Amount						
Taft Electric	1,177,480						

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Alternates							
Add Alternate (RFI#70) - Per Spec 101400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea				
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000				



Bid Evaluation Report

Demo & Earthwork

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below
Spec #: 31 1000 - Site Clearing	Included	Included	Included	Included
Spec #: 31 2200 - Grading	Included	Included	Included	Included
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	Included	Included	Included	Included
Soil Report: by CTE South dated 7/11/16	Included	Included	Included	Included
Bond Rate (if required)				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
Demolition	35,467	32,985	35,467	35,467
Demolition Plan C-101, at New Building location	Included	Included	Included	No Bid
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000
Removal Notes:	Included	Included	Included	Included
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included
4 - Remove existing catch basin	Included	Included	Included	Included
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included
7 - Remove existing curb	Included	Included	Included	Included
8 - Remove existing utilities (identified)	Included	Included	Included	Included
9 - Sandblast existing striping	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape
11 - Remove existing concrete V-gutter	Included	Included	Included	Included
12 - Remove sign in its entirety	Included	Included	Included	Included
30-39 - Protect-In-Place items as noted	Included	Included	Included	Included



Bid Evaluation Report

Demo & Earthwork

Marshall Classroom Building

Subcontractors

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Demo Mobilizations	1,000	Included	Includes 2 ea	Includes 2 ea		
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
Grading	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001		Included	Included	Included		
Water Meter and Construction Watering for Own Scope		1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)		2,500	2,500	2,500		
Haul route for your work		Included	Included	Included		
Move-Ins as required		Included	Included	Included		
July '17 Move-On		Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304		Included	Included	Included		
Mass Excavation and Fine Grade Subgrade		Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes: C-001		Included	Included	Included		
Temp Soil Stabilization (if required)		Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest		Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade		Included	Included	Included		
Extend 5' from Perimeter Edges		Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials		Included	Included	Included		
Over-Ex at Elevator Pit		Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing		Included	Included	Included		
Sub-Grade Compaction of 90%		Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%		Included	Included	Included		
New Play Area: C-103, 9/C-702		Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)		Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"		5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add		Not required	Not required	Not required		
Excavation for mow strips		2,500	Included	Included		

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Standard Demolition	Subcontractors		
		Damar Const.	Leko Const.	Toro Ent.
Fine Grading for Sitework	-----	Included	Included	Included
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250
Site Utilities	-----	2,500	2,500	2,500
Plumbing, Electrical	-----	2,500	2,500	2,500
Dust Control during construction	-----	16,884	16,884	16,884
TOTALS	0	176,464	189,166	176,733
Recommendation:	Amount			
Damar Const.	176,464			

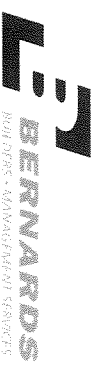


Bid Evaluation Report

Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors						Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
						Berry Engineering	B&M Contractors
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving			
Base Bid	0	35,440	See below	64,950	37,772	49,825	
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	-----	Included	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included	Included
Bond Rate (if required)							
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving							
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	-----	Included	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17.3.02.B	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included	Included	Included	Included
Redwood Header at Grass	-----	Included	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage							
Existing Parking Lot - Striping Plan C-204	9,275	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sandblast existing striping at existing lot per Demo sheet C-102	Included	8,790	10,820	10,820	10,820	10,820	10,820
Installation of new work at Existing Parking Lot: Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	-----	-----	-----	-----	-----
Stripe Crosshatch Areas	Included	Included	-----	-----	-----	-----	-----

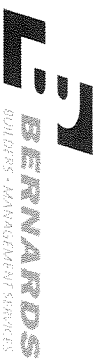


Bid Evaluation Report

Asphalt Paving & Striping

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	B&M Contractors
	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinng	Berry Engineering	Date Printed	7/27/2017
Stripe Arrows	Included	Included	-----	-----	-----	-----	-----
Fire Lane Curbs Red - none shown	Included	Included	-----	-----	-----	-----	-----
Accessible Parking Spaces - see A-104	Included	Included	-----	-----	-----	-----	-----
Concrete Wheel Stops at Accessible parking - 32 13	Included	Included	-----	-----	-----	-----	-----
13, 2.01, C.1-3 & 13/A-105	Included	Included	-----	-----	-----	-----	-----
Precast 6' length x 6" ht doveled into paving per detail	Included	Included	-----	-----	-----	-----	-----
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	-----	-----	-----	-----	-----
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	-----	-----	-----	-----	-----
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	-----	-----	-----	-----	-----
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	-----	-----	-----	-----	-----
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	-----	-----	-----	-----	-----
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	-----	-----	-----	-----	-----
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	-----	-----	-----	-----	-----
Existing Main Entry into School - A-101	Included	Included	-----	-----	-----	-----	-----
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	-----	-----	-----	-----	-----
TOTALS	0	48,580	54,324	75,770		48,592	60,645
Recommendation:	Amount						
Onyx Paving	48,580						



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Berry	7/27/2017
					Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec # : 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec # : 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec # : 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec # : 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal perr detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203						
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	22,332	Included	
6" wide concrete curb at perimeter of play area	Included	Included	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.			
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	1641	6/7/2017	7/27/2017
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Berry Engineering		
Site Concrete Work at New Building:	Included	Included	Included	126,878			
6" thk Concrete Pavement ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included			
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar			
Site Control Plan C-201	Included	Included	Included	Included			
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included			
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included			
Pavers MFR-None listed	Included	Included	Included	Angelus			
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included			
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included			
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading			
Fine Grading prior to your work	Included	Included	Excluded	Excluded			
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape			
Note 4 - Regrade & resurface the turf area	w/ Grading	w/ Grading	w/ Grading	w/ Grading			
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included			
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included			
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728			
L-Shaped 20' 4 each: Straight 10', 1 each Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included			
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving			
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included			
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included			
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving			
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP			
6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP			
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included			



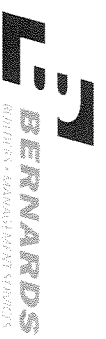
Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Engineering
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Berry Included
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 16 - Not Used	-----	-----	-----	-----	-----
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip
Base for all Site Concrete Paving	Included	Included	Included	Included	Included
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included
Washout Bins	Included	2,500	2,500	Included	2,500
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000
SIT. 1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)
SIT. 2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
SIT. 4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
SIT. 7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
TOTALS	147,475	281,534	159,870	191,035	149,460
Recommendation:	Amount				
B&M Contractors	147,475				



Bid Evaluation Report

Playfield Equipment

Marshall Classroom Building

Subcontractors

Description	Miracle Playground / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Base Bid	See below	See below	See below		
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included		
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included		
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	90 Days	30 days	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210		
Furnish Modular Units complete FOB Jobsite	Included	Included	Included		
Unloading equipment at jobsite	Included	600	600		
Custom Playground by Miracle Recreation Equipment	Included	Included	Included		
Product spec & cut sheets in RFI#11	Included	Included	Included		
Separate price for Installation:	Included	Included	Included		
Include excavation, layout installation of footings	Included	Included	Included		
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included		
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included		
Footing X: 18" dia x 24" deep	0	8,050	8,050		
Footing Y: 12" dia x 18" deep	0	5,250	5,250		
Footing Z: 20" dia x 42" deep	0	500	500		
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500		
Playfield Rubber Matting					
Furnish & install complete playground surface as MFR by PlayMax or equal	-----	45,416	42,471		
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	-----	w/ Demo	w/ Demo		
Overexcavate & recompact area after demo	-----	w/ Grading	w/ Grading		



Bid Evaluation Report

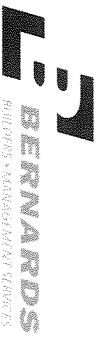
Playfield Equipment

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	TOTALS	
				Amount	Amount
Type 2 sub-base to 95% compaction - thickness to be 4"	-----	w/ Grading	Included		
Geofabric over subbase	-----	2,681	2,681		
Sheet C-203, Note 13 - Rubber Mat Curb - 9/C-702 around perimeter of rubber matting	-----	w/ Site Concrete	w/ Site Concrete		
Rubber Matting subs work:	-----	Included	Included		
MaxPour Cushion Layer - thickness to be xx?	-----	Included	Included		
MaxPour/MaxPour-Supreme Top Layer - thickness to be xx?	-----	Included 4"	Included 4"		
Per cut sheet two products are shown, MaxPour Supreme is not included in price	-----	Tot Turf	SpectraPour		
Max fall height your bid is based upon	-----	Included 9'	Included 10'		
Wear Layer to be 50% black/50% color w/ std aromatic resin	-----	Included	Included		
See detail sheet, possible VE to install over aged asphalt paving	-----	Not recommended	N/A		
Upgrade to Aliphatic (UV-stable, non-yellowing) Resin wear layer	-----	No bid	Add: \$4,934		
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	-----	w/ Site Utilities	w/ Site Utilities		
TOTALS	0	103,207	100,262	0	0
Recommendation:					
SpectraTurf / Miracle Playground	Amount 100,262				



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	1641
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy				
Base Bid	29,418	30,500	24,320	46,800	39,600			36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included			Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included			Included
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included			Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included			Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included			Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included			Included
Prevailing Wage	Included	Included	Included	Included	Included			Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A			N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A			N/A
Landscaping & Irrigation:								
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included			Included
Removal Notes:	Included	Included	Included	Included	Included			Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500			2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included			Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included			Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included			Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000			5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000			3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included			Included
Include sleeving as required	Included	Included	Included	Included	Included			Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included			Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included			Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included			Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included			Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included			Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical			w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included			Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included			Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included			Included
Vines - 15 gallon	Included	Included	Included	Included	Included			Included
Ground Cover	Included	Included	Included	Included	Included			Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640			4,640
90 Day Maintenance	Included	Included	Included	Included	Included			Included



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	Venco Western
	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy				
(1) Year Warranty	Included	Included	Included	Included	1641	6/7/2017	7/27/2017	Included
Spills Removal	200	200	200	200				200
Move-Ins (2)	1,500	1,500	1,500	1,500				1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000				5,000
Removal & reinstallation of Irrigation at Demoeed areas	Included	Included	Included	Included				Included
Removal & reinstallation of Planting at Demoeed areas	Included	Included	Included	Included				Included
Existing Grass Field	35,185	35,185	35,185	35,185				35,185
Modify existing Irrigation at grass playfield for trailer/laydown area	Included	Included	Included	Included				Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included				Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included				Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included				Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included				Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included				Included
TOTALS	86,443	87,525	81,345	103,825	96,625			93,093
Recommendation:	Amount							
Dufau Landscape	81,345							



Bid Evaluation Report

Site Utilities

Marshall Classroom Building

Description	Subcontractors				Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons		
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prequalified per Oxnard School District Standards	Included	Included	Included	Included	Included	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included	Included	
Cutting and Capping of Existing Utilities	2,500	2,500	2,500	2,500	2,500	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcutting & removal of surface for New Utilities	Included	Included	Included	Included	Included	
Traffic Control	3,584	3,584	3,584	3,584	3,584	
Temp Asphalt Patching	Included	Included	Included	Included	Included	
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048	2,048	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer						
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection per APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain						
Site Utility Plan C-401,402,403,404	Included	173,320	Included	143,618	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	



Bid Evaluation Report

Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors					Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons			
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	Included	
Note 5 - Install Arturn grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain line	Included	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	Included	
Water							
Site Utility Plan C-401,402,403,404	Included	64,295	Included	Included	33,353	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	Included	

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Date Printed	6/7/2017
				Suttles Plumbing	7/27/2017	Toro Ent.
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included		
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	228,861	325,112	212,022	210,055	256,632	0
Recommendation:	Amount					
Sam Hill & Sons	210,055					

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: March 4, 2020

Agenda Section: Section D: Action Items

Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution No. 19-21. (Vaca)

Oxnard School District (District) administration projects that there will be budget constraints in the 2020-21 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level.

Education Code states that the District must notice certificated staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the budget constraints anticipated in the 2020-21 school year because of the District’s declining enrollment and the continued underfunding of education at the State and Federal level, the administration recommends preparing for a reduction in force as a precautionary strategy. Based on known attrition and assessment of the levels at which reductions must be made, staff has determined that certificated services must be reduced in the following service areas and specified quantity of FTEs:

Kind of Service (FTEs)	Full-Time Equivalent Positions
K-6 Multiple Subject Teacher	43.0
Single Subject - Physical Education Teacher	5.0
Single Subject – Social Science Teacher	2.0
Single Subject – Science Teacher	2.0
Single Subject– Music Teacher	3.0
Teacher on Special Assignment – Dual Language Immersion	1.0
Teacher on Special Assignment – Newcomer	1.0
School Counselor	8.0
Assistant Principal	3.0
Total FTEs	68.0

District staff has prepared a resolution that must be adopted to authorize the reduction of certificated services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority, with all probationary employees being deemed less senior than permanent employees. The resolution includes tiebreaking criteria to establish an order of seniority among employees sharing the same seniority date, and “skipping” criteria to retain employees teaching certain subjects critical to the District, regardless of seniority.

The tiebreaking criteria are the same as the criteria adopted by the Board for the certificated layoffs in 2012, 2013, and 2019.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might “bump” less senior employees, and mail notices of intent to lay off each of the affected employees. The Board will be advised of the names of the affected employees before March 15.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Reduction in Force and Resolution No. 19-21, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution RIF 19-21 FINALv2 \(seven pages\)](#)

**BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION No. 19-21

**REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE
(EDUCATION CODE §§ 44949 and 44955)**

WHEREAS, the Superintendent of the Oxnard School District (“District”), has determined that it is in the best interest of the District, and the welfare of the students thereof, to reduce or discontinue certain particular kinds of services, hereinafter enumerated, and has recommended to the District’s Governing Board (“Board”) that the District reduce particular kinds of service no later than the beginning of the 2020-2021 school year; and

WHEREAS, the recommendation includes the assessment that it shall be necessary to reduce the following particular kinds of service of the District no later than the beginning of the 2020-2021 school year:

Kind of Service	Full-Time Equivalent Positions (FTEs)
K-6 Multiple Subject Teacher	43.0
Single Subject - Physical Education Teacher	5.0
Single Subject – Social Science Teacher	2.0
Single Subject – Science Teacher	2.0
Single Subject– Music Teacher	3.0
Teacher on Special Assignment – Dual Language Immersion	1.0
Teacher on Special Assignment – Newcomer	1.0
School Counselor	8.0
Assistant Principal	3.0
	Total FTEs 68.0

AND WHEREAS, the Governing Board is required by law to give notice, by March 15, 2020, to all certificated employees affected by any decision to reduce or eliminate these particular kinds of service;

IT IS RESOLVED THAT:

- A. The Board hereby determines to reduce or discontinue services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2020-2021 school year.
- B. The Board hereby determines that, as the result of the above-stated reduction of particular kinds of service (the “Reduction in Force”), it will be necessary to terminate at the end of the 2019-2020 school year the employment of certificated employees of the District in a quantity and kind equal to the FTEs specified in the recommendation

set forth in the recitals above.

- C. Pursuant to Education Code section 44955(d), the Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study or provide pupil personnel or health services, and to retain certificated employees possessing the special training and experience needed to teach such courses or provide such services that other employees with greater seniority do not possess. The specific needs of the District in this respect are set forth in Exhibit A to this Resolution and are incorporated as though fully set forth herein.
- D. In accordance with California Education Code section 44955(d), the Board hereby determines that the Reduction in Force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution.
- E. In order to implement this Reduction in Force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date. Pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between employees who first rendered paid service to the District on the same date shall be established on the basis of the criteria set forth in Exhibit B to this Resolution, which are incorporated as though fully set forth herein.
- F. The criteria set forth in Exhibit B to this Resolution shall also be used to determine the order of reemployment among those certificated employees who first rendered paid probationary service to the District on the same date. The Superintendent, or his designee, has the discretion to determine the appropriate weight of such criteria and the order in which such criteria are most relevant to serve the needs of the District and students in each tie-breaking situation.
- G. In accordance with California Education Code section 44955(b), the District resolves that it will retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. The criteria set forth in Exhibit C to this Resolution shall be used to determine whether an employee is competent to render services, and such criteria are incorporated as though fully set forth herein.
- H. The Superintendent is directed to send appropriate notices to all employees affected by the above-described reduction of a particular kind of service in accordance with the provisions of the California Education Code, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and applicable Collective Bargaining Agreement(s).

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 4th day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District

Dr. Jesus Vega
Clerk, Board of Trustees
Oxnard School District

Exhibit A

“SKIPPING” CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees in the particular kind of services identified in Resolution No. 19-21, regardless of their seniority, to the extent one or more of their assignments meet any of the following criteria:

1. Certificated personnel who possess a credential authorizing the teaching of special education classes, who are presently assigned within the scope of that credential, and who will be assigned within the scope of that credential for the 2020-2021 school year.

2. Certificated personnel who possess a Bilingual Cross-Cultural Language and Academic Development (BCLAD) Certificate, who are presently assigned within the scope of that credential, and who will be assigned within the scope of that credential for the 2020-2021 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2020-2021 that meets the foregoing criteria.

The Superintendent or designee is authorized to determine which employees qualify to be “skipped” from the Reduction in Force and to determine the manner in which the foregoing criteria shall be applied to each employee.

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

Criterion	Points
Possession of credential(s) authorizing service for the District on March 15, 2020	3 for each professional clear 2 for each preliminary 1 for each of any other credential
Subject matter authorizations held on March 15, 2020, including supplemental authorizations, on credential(s) authorizing service for the District	1 per authorization
Possession of Bilingual Cross-Cultural Language and Development certificate or its equivalent on March 15, 2020	1 point
Column placement on salary schedule as of March 15, 2020	1 per applicable column
Service as BTSA Mentor teacher within 2019-2020 school year and/or two immediately preceding school years	3 per school year
Service as Department Chairperson or Instructional Team Leader	1 point
Possession of a License through the Board of Behavioral Sciences (Educational Psychologist)	3 points

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points, for purposes of determining order of layoff and order of reemployment.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. As among employees who remain tied who have never obtained a preliminary or professional clear credential, the employee with the earliest date of issuance of an intern credential shall be considered the more senior employee. As among employees who remain tied who have never obtained an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an

emergency or pre-intern credential, provisional intern permit or short-term staff permit shall be considered the more senior employee.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied to each employee.

The Superintendent is authorized to develop and apply additional supplemental tiebreaking criteria which the District shall use only in the event that the foregoing criteria do not resolve all ties, and which the District shall apply only to those employees who remain tied after the foregoing criteria have been exhausted.

Exhibit C

COMPETENCY CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Pursuant to Education Code section 44955(b), “Competent” shall be defined as follows:

- (1) The employee has actually rendered instruction or services in the subject matter area in which s/he claims to be entitled to render instruction or services in or after the 2010-2011 school year, whether for the District or another school district; and
- (2) The employee possesses a BCLAD, CLAD, SB 1969, or other certificate authorizing him/her to instruct English Learner students.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 4, 2020

Agenda Section: Section D: Action Items

Call for Nominations for CSBA Delegate Assembly (Dr. Aguilera-Fort)

An opportunity is presented for the Board of Trustees to consider whether it wishes to nominate representatives to fill vacancies in the CSBA’s Delegate Assembly, Subregion 11-B. All nomination material must be postmarked no later than Friday, March 16, 2020. The Board of Trustees may vote for up to the number of vacancies in subregion 11-B, as indicated on the ballot. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided. The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope. The official 2020 delegate assembly ballot for subregion 11-B contains the names of ALL current members of the Delegate Assembly from your region or subregion; and the required candidate biographical sketch form, and if submitted, a resume. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

FISCAL IMPACT:

There may be costs incurred by the delegate to attend the above mentioned meetings; cost would be covered through the General Fund, Board of Trustee budget.

RECOMMENDATION:

It is recommended that the Board of Trustees complete the original ballot, which must be signed by the Superintendent or Board Clerk and returned in the provided envelope postmarked by the post office, no later than Friday, March 16, 2020. Only one ballot per board, number of vacancies: four.

ADDITIONAL MATERIALS:

Attached: [2020 Ballot for CSBA Delegate Assembly Packet.pdf](#)



California School Boards Association

REQUIRES BOARD ACTION

Due: Mon. Mar. 16—return ballot in enclosed envelope

January 31, 2020

FEB 3 PM 4:30

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Xilonin Cruz-Gonzalez, CSBA President
Re: 2020 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 16**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 16, 2020. No exceptions.**

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022. The next meeting of the Delegate Assembly takes place on Saturday, May 16 and Sunday, May 17 at the Hyatt Regency in Sacramento. The names of all Delegates will be available on CSBA's website no later than Wednesday, April 1. Please do not hesitate to contact CSBA's Executive Office at (800) 266-3382 should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and resumes, if provided
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

(Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

- Matthew Almaraz (Ventura USD)
- Scott Blough (Simi Valley USD)
- Darlene Bruno (Hueneme ESD)*
- Efrain Cazares (Ocean View SD)*
- Debra Cordes (Oxnard SD)
- Jenny Fitzgerald (Conejo Valley USD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 11 – 9 Delegates (9 elected)

Director: Jackie Moran (Ventura USD)

Below are the current Delegates and their terms (as of January 31, 2020).

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), term expires 2020
Luz Reyes-Martin (Goleta Union SD), term expires 2021

Subregion 11-B (Ventura County and Las Virgenes USD)

Darlene Bruno (Hueneme SD), term expires 2020
Efrain Cazares (Oceanview SD), term expires 2020
Veronica Robles-Solis (Oxnard SD), term expires 2020
Sabrena Rodriguez (Ventura USD), term expires 2021
Christina (Tina) Urias (Santa Paul USD), term expires 2021
Vacant, term expires 2020

County Delegate:

Rachel Ulrich (Ventura COE), term expires 2021

Counties

Santa Barbara (Subregion A)
Ventura (Subregion B)

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote “**X**” in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

(Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

Matthew Almaraz (Ventura USD)

Scott Blough (Simi Valley USD)

Darlene Bruno (Hueneme ESD)*

Efrain Cazares (Ocean View SD)*

Debra Cordes (Oxnard SD)

Jenny Fitzgerald (Conejo Valley USD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 11 – 9 Delegates (9 elected)

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Subregion 11-B (Ventura County and Las Virgenes USD)

Darlene Bruno (Hueneme SD), term expires 2020
Efrain Cazares (Oceanview SD), term expires 2020
Veronica Robles-Solis (Oxnard SD), term expires 2020
Sabrena Rodriguez (Ventura USD), term expires 2021
Christina (Tina) Urias (Santa Paul USD), term expires 2021
Vacant, term expires 2020

County Delegate:

Rachel Ulrich (Ventura COE), term expires 2021

Counties

Santa Barbara (Subregion A)
Ventura (Subregion B)



Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Matthew Almaraz Date: 01/03/2020

Name: Matthew Paul Almaraz CSBA Region & subregion #: 11-B

District or COE: Ventura Unified School District Years on board: 2

Profession: Management Contact Number (please v Cell Home Bus.): 805-340-0219

*Primary E-mail: matt.almaraz@venturausd.org

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: N/A

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As I just finished up my second CSBA Annual Education Conference as one of the youngest Board Member Trustees in our Boards history. I witnessed that our work is never done. We need every voice to get involve to advocate for each of our students. We need to work with our state government to demand that education be far more important then it is today. We need to make a difference . Today our schools are asked to do more with less. I am a community volunteer that sees tremendous opportunities and successes when voices are heard and road blocks are moved.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I visit many school events as possible. Its truly rewarding seeing the bright light of learning sparkle in a child's eye. I am also very involved in my community . I am a volunteer at my church which I have been a part of the family for 42 years. I last year participated in my first legislative day with CSBA and met with my local Senator and Assembyperson. It was a much rewarding day with some of my fellow county school board members. I'm in my 23 year of voluteering with the American Youth Soccer Association where I coach and ref at least over 60 games a year.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I see challenges with boards when they do not communicate and listen well with each other. They are limited to the amount of communication due to the Brown Act, so when they have the opportunity to actually speak as a group they don't allow each one to speak. I'm lucky to have a board that works very well with each other and work as a team with the Superintendent. We have benefited by using many trainings offered thru CSBA to be a very productive team.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: _____

Name: Scott Blough CSBA Region & subregion #: _____

District or COE: Simi Valley Unified School District Years on board: 5

Profession: Bank Vice President Contact Number (please v Cell Home Bus.): (805) 558-2380

*Primary E-mail: _____

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in expanding my efforts to advocate for students in public schools. As a 5 year board member, I have served as President and Clerk of our board. I have worked directly on budgets, school bonds, school safety, ed tech, special ed, school closure and repurposing and many other topics.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been active as a board member in a school closure/repurposing effort, hiring a superintendent, and managing a major ed tech initiative. In addition, I've been active in

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I am very interested in using the State's purchasing scale to assist districts in reducing expenses. I am also interested in increasing funding to improve counselor to student ratios. In addition, I believe a lot of work needs to go into improving math instruction.

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and do not re-type this form. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Darlene A. Bruno **Date:** 1/6/20

Name: Darlene A. Bruno CSBA Region & subregion #: 11B
 District or COE: Hueneme Elementary Years on board: 27
 Profession: Retired Contact Number (please v Cell Home Bus.): 805 312 4185
 *Primary E-mail: dbruno@hueneme.org
 (*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

At CSBA this year, I saw a quote from Malcolm X - "Education is the passport to the future" - so simple, but so true. As board members, I believe it is our job to give every child the best possible education suited to them. We need to make education in California equitable, meaningful, and exciting for all our students. I want to promote communication between all colleagues across the state to bring resources, collaboration, and full and fair funding to all our schools and students. Districts need training, resources, and funding to meet student needs.

Please describe your activities and involvement on your local board, community, and/or CSBA.

During my 27 years on the board, I have completed the Masters in Boardmanship program and the Masters in Governance program, as well as attending all the annual education conferences. Prior to this, I was on the Delegate Assembly for 12 years. I became extremely involved in PTA before becoming a board member, serving as President at the school in my district, as well as Council President. I was involved in my community through a program called Harbor Days that ran for over 50 years. I served on the CSBA nominating committee and on the VCSBA Executive Committee.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I feel the critical issue facing California schools is full and fair funding. As school board members, we need to show a strong and consistent voice to the State Legislators. Students come to us with social emotional issues, homelessness, special ed needs, stress/anxiety. We need the funding to help all students. The growing STRS/PERS contribution is hurting our ability to get the funding directly to the classroom. With one voice, we can achieve more for our students in California.

Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Efrain D. Cazares **Date:** 11/25/2019

Name: Efrain D. Cazares CSBA Region & subregion #: 11/B
 District or COE: Ocean View School District Years on board: 3 years
 Profession: Computer Systems Admin Contact Number (please v Cell Home Bus.): (805)625-3233
 *Primary E-mail: ecazares@oceanviewsd.org
(*Communications from CSBA will be sent to primary email)
 Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested and committed to work with our districts, county office of ed, the Board of Directors, and the Executive Committee, to make sure that the association reflects the interests of school districts and county offices of education around the state. I am looking forward to work altogether as well as forming alliances with other organizations to support and protect the interest of public education in CA. I am trained and certified Steward with California School Employees Association, 8 years of experience on the Resolutions Committee; have served as Regional Representative, Area/Region Communications Officer for number of years, and Graduate from Organizing Institute(CSEA). Received an Excellence in Customer Service Diploma from University of Sears(Chicago, IL), and served as National AFL-CIO Delegate.

I am Team player, respectful, friendly and transparent person, good listener and always willing to learn!

Please describe your activities and involvement on your local board, community, and/or CSBA.

I had been involved in my district(OVSD) for more than 15 years; Before I was elected to the Governing Board, I served as parent volunteer on many different capacities: I've been member and president of School Site Council, ELAC & DELAC committees, garden committee, annual Jog-A-Thon and other educational and sports activities, as well as Parent Faculty Organization(PFO)fundraisings, etc. I also served on the Citizens Bond Oversight Committee for number of years, and Ocean View Jr. High marching band booster's group. I am certified facilitator for the Parent Project Company and developing parenting classes for parents with kids' serious behavior issues; drugs, alcohol and gang involvement problems. I am past president for my church's Pastoral Council, currently serving as Vice-President for CSEA Oxnard chapter 272; I am member of the Knights of Columbus Assembly 3415 and Council 12805. CSBA Masters in Governance Graduate(2017), recently elected VCSBA Treasurer and Delegate Assembly.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I think one of the biggest challenges the governing boards are facing at this time, is to find the way to get all the education stakeholders to collaborate as a Team; This should include district employees, admin teams, board members, parents and community members with meaningful input, and maintain the open mind at all times. CSBA can address that, having the Leadership committed on finding ways to engage all the mentioned stakeholders working together to stablish trust and transparency among its members and those that we represent; this will allow all of us to face any future challenge as one strong body. Doing that will give CSBA the support needed to bring any concern from our districts around the state, regarding the students' academic progress and success to legislators and government at local, state including national levels, so that public education can continue to receive the proper funding and help for a positive impact and change.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.



Delegate Assembly Biographical Sketch Form for 2020 election

DUE: Tuesday, January 7, 2020 – no late submissions accepted

Please complete, sign, and date this required biographical sketch form. An optional, ONE-page, single-sided, résumé may also be submitted. Please do not state “see résumé” and do not re-type this form. It is the candidate’s responsibility to confirm that all nomination materials have been received by the CSBA Executive Office, call 800.266.3382 or email at nominations@csba.org.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Debra M Cordes Date: 01/05/2020

Name: <u>Debra M. Cordes</u>	CSBA Region & subregion #: <u>11-B</u>
District or COE: <u>Oxnard Elementary School District</u>	Years on board: <u>5</u>
Profession: <u>Retired</u> Contact Number (please check <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>805-290-7833</u>	
*Primary E-mail: <u>debra5319@hotmail.com</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you an incumbent Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, year you became Delegate: _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a Delegate to have an opportunity to work collaboratively with other board members throughout the state as we advocate to set policy that supports student success. As a previous teacher and school administrator for 35 years I bring a wealth of experience of working in the educational system. During the past 5 years as a board member I have been elected by my colleagues to serve a term as board president and another as board clerk. I have started and hope to complete this year the Masters in Governance program.

Please describe your activities and involvement on your local board, community, and/or CSBA.

During the time as a board member I have represented my colleagues on our Budget committee, English Learner Master Plan and the Health and Welfare Benefits committee. I have attended various conferences (CSBA, CLSBA and CABE) to continue my learning as it pertains to 21st century learning. I have also participated in Legislative Action Day to advocate for bills and resolutions that support our public educational system. As a community member I am on the executive board of three non-profit organizations that promote student leadership, civil rights and people to people diplomacy.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

There are many challenges that governing boards face, but some of the biggest are funding, school safety and equity based education. CSBA can continue helping by continuing advocacy for full and fair funding and providing research based information needed to implement policies that give all students opportunities for success in a safe and supportive school environment.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csbo.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn. DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

Delegate Assembly Biographical Sketch Form for 2020 election

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Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: 12/12/19

Name: Jenny Fitzgerald CSBA Region & subregion #: 11-B

District or COE: Conejo Valley USD Years on board: 1

Profession: Attorney Contact Number (please v Cell Home Bus.): 805-497-9511, x 412

*Primary E-mail: jfitzgerald@conejoustd.org

(*Communications from CSBA will be sent to primary email)

Are you an incumbent Delegate? Yes No | If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in becoming a Delegate to fulfill a more significant role in advocating for educational policy and funding change at the state level that reflects the unique local interests and needs of our geographic region. In addition to the skills and knowledge I have gained as a school board trustee, I will also contribute my professional skills and background as an attorney, which include advocacy, negotiation, research and analysis of complex issues. Additionally, I bring the perspective and concerns of a parent of two children currently in our K-12 public education system.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am the board representative on multiple committees, including the Tri-County Education Coalition (to improve education in the counties of Ventura, Santa Barbara, San Luis Obispo, and all of CA), Budget/Local Control and Accountability Plan Committee, Career Technical Education Advisory Committee, and the Facilities Use Committee. In addition to attending CSBA's Annual Education Conference, I also completed CSBA's orientation for new board members and participate in additional educational opportunities regarding school budgets and finance through the Ventura County School Board's Association and Ventura County Office of Education.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The most significant uniform challenge facing governing boards in CA is determining how to provide for the academic success and well-being of students, with limited resources for the necessary programs, tools, and professionals. Inadequacies in state funding of public education negatively impacts districts' abilities to ensure equitable environments by closing opportunity and achievement gaps, and meeting the social and emotional needs of students. In addition to continuing to advocate for and influence CA's prioritization of public education funding, building awareness with the general public will increase pressure at the state level.

Submit biographical sketch form only once, do not send multiple times. E-mail: nominations@csba.org, or fax to (916) 371-3407, or US Mail to: CSBA Exec. Office | Attn: DA Elections | 3251 Beacon Blvd., West Sacto, CA 95691 by the deadline: Tues. Jan. 7, 2020.

JENNY FITZGERALD

805-497-9511 Ext. 412 | Thousand Oaks, CA 91362 | jfitzgerald@conejousd.org

Experienced leader dedicated to advancing policies benefitting our communities. Expertise in providing comprehensive support to individual, corporate, and government clients on a range of critical and complex legal and policy issues. Skilled in working with regulatory agencies to implement initiatives. Adept at communicating effectively with diverse audiences and building positive working relationships to effectuate change. Demonstrated research, writing, analysis and public speaking abilities.

PROFESSIONAL EXPERIENCE

CONEJO VALLEY UNIFIED SCHOOL DISTRICT, Thousand Oaks, CA 2018 – Present
School Board Trustee

Govern, with other Board members, the community's 27 public schools. Work to improve the lives of all students by helping to create engaging and empowering academic environments that also prioritize the social and emotional needs of the district's over 18,000 students by the following:

- Work with the community and district leadership and staff to improve student achievement, with an emphasis on addressing the needs of underperforming groups of students.
- Set the vision and goals for the school district, along with other board members. Provide direction to district leadership and staff to implement such vision and goals.
- Research and analyze current issues affecting the education system, as well as innovative solutions.
- Hire, evaluate and work closely with the superintendent on implementation of district policy.
- Adopt and oversee the district budget.
- Participate in school and community events in my capacity as a member of the school board.

ANTHEM, INC., Thousand Oaks, CA 2013 – 2019
Senior Legal Counsel

Provided counsel on a broad range of legal and policy issues, taking into account objectives and competing legal and regulatory risks. Counseled business partners regarding the impact of and strategies for implementing key statutory requirements and business initiatives. Analyzed state and federal legislation to determine impact on current policies and procedures. Participated in strategy development with leaders of other divisions within the company to analyze complex issues and meet business goals. Developed approach for practical execution of relevant federal and state legal authority, including the Affordable Care Act.

DEPARTMENT OF MANAGED HEALTHCARE, Sacramento, CA 2011 – 2012
Attorney, Office of Legal Services/Legislative Unit

Researched and analyzed proposed legislation, including support/opposition, relevant legal authority, and potential effects on consumers and the Department of Managed Health Care. Prepared written analyses and recommendations regarding legislation, which was used by executive management at the Department and California Governor's office. Interpreted laws contained in the Knox-Keene Act and prepared legal opinions on topics relating to proposed/current legislation in an effort to ensure the Department was in compliance with applicable laws.

Litigation Attorney 2008 – 2011

EDUCATION

SANTA CLARA UNIVERSITY SCHOOL OF LAW, Santa Clara, CA – **Juris Doctor** 2006
SBA Student Leadership Award; Honors Moot Court; Women & Law Association, President

UNIVERSITY OF CALIFORNIA BERKELEY, Berkeley, California – **Bachelor of Arts in Political Science** 2003
Californians Convocation Co-Chair; Alumni Scholars Club; Associated Students of the University of California

Other Related Information

Admitted to California Bar, 2006

Greater Conejo Valley Chamber of Commerce, 40 Under Forty to Watch, Honoree (2019)

General Plan Update Task Force for the City of Martinez, California, Vice Chair (2010)

Office of Assemblymember Hannah-Beth Jackson, Capitol Intern (2002)

Office of State Senator Tom Torlakson, District Office Intern (2001)

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 4, 2020

Agenda Section: Section E: Approval of Minutes

Approval of Minutes

No meeting minutes will be approved at this meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 4, 2020

Agenda Section: Section F: Board Policies, Second Reading

Second Reading of Board Policies, Regulations and Bylaws

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

BUSINESS AND NONINSTRUCTIONAL OPERATIONS:

BP and AR 3580- District Records (Vaca)

PERSONNEL

AR 4040- Employee Use of Technology (Vaca)

California Penal Code Section 653.1 prohibits the release of balloons made of electrically conductive material and filled with a gas lighter than air, as part of a public or civic event, promotional activity, or product advertisement.

The administration is recommending revisions to BP 6115 Ceremonies and Observances, to prohibit the use of balloons on district campuses in order to comply with the aforementioned Section. This item was initially presented to the Board for second reading at the February 19, 2020 Board meeting, and is being brought back with additional language, as per Board request.

INSTRUCTION:

BP 6115 – Ceremonies and Observances (Penanhoat)

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 the Board Policies and Administrative Regulations as presented.

ADDITIONAL MATERIALS:

Attached: [Revised_AR3580_-_march042020__five_pages_.pdf](#)
[Revised_BP3580_-_march042020__three_pages_.pdf](#)

[AR_4040_Employee_Use_of_Technology_v2.pdf](#)
[BP_6115_-_Ceremonies_and_Observances_markup.pdf](#)

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Classification of Records

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

(cf. 1340 - Access to District Records)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

(cf. 3440 - Inventories)

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

(cf. 5125 - Student Records)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
 - a. Official budget
 - b. Financial reports of all funds, including cafeteria and student body funds

- c. Audit of all funds
- d. Average daily attendance, including Period 1 and Period 2 reports
- e. Other major annual reports, including:
 - (1) Those containing information relating to property, activities, financial condition, or transactions
 - (2) Those declared by Board of Trustees minutes to be permanent

(cf. 3100 - Budget)
 (cf. 3452 - Student Activity Funds)
 (cf. 3460 - Financial Reports and Accountability)
 (cf. 3551 - Food Service Operations/Cafeteria Fund)

2. Official Actions

- a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only
- b. The call for and the result of any elections called, conducted, or canvassed by the Board
- c. Records transmitted by another agency pertaining to its action with respect to district reorganization

(cf. 7214 - General Obligation Bonds)
 (cf. 9324 - Minutes and Recordings)

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as Class 1 (Permanent) and the detailed records may then be classified as Class 3 (Disposable).

Information of a derogatory nature as defined in Education Code 44031 shall be Class 1 (Permanent) only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
 (cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. This includes any related policy of liability insurance except that these records cease to be Class 1 (Permanent) one year after the claim has been settled or the statute of limitations has expired.

(cf. 5111.1 - District Residency)

(cf. 5141 - Health Care and Emergencies)

(cf. 5143 - Insurance)

5. Property Records

Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as Class 1 (Permanent). The detailed records may then be classified as Class 3 (Disposable) if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, the amount paid, and comparable data if the unit is disposed of.

(cf. 3280 - Sale or Lease of District-Owned Real Property)

Class 2 - Optional Records

Any record considered temporarily worth keeping, but which is not a Class 1 record, may be classified as Class 2 (Optional) and shall be retained until it is reclassified as Class 3 (Disposable). If by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified Class 2 (Optional) pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) shall be classified as Class 3 (Disposable). These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent); and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as Class 3 (Disposable). (5 CCR 16026, 16027)

(cf. 5113.2 - Work Permits)

Electronically Stored Information

All district-related electronically stored information generated or received by a district employee shall be saved to an electronic file on the district's computer and retained for at least 180 days, or shall be printed by the employee and physically filed in a way that it can be easily retrieved when needed.

However, any district-related electronically stored information that qualifies as a record, as defined above, shall be classified and retained as specified in the section "Classification of Records" above.

District-related electronically stored information includes, but is not limited to, any email, voicemail, text message, word processing document, spreadsheet, or text document related to district business or generated in the course of an employee's official duty.

Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

(cf. 4040 - Employee Use of Technology)

Any employee to whom a district-owned computer, cell phone, or other electronic communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on effectively using the device.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Retention of Electronic Records

Email accounts are not intended for permanent storage of District records. It is each employee's responsibility to save and/or file emails that he or she receives and wishes thereafter to access, or that are District records and required to be retained by law. "District records" means all records, maps, books, papers, and documents prepared or retained as necessary or convenient to the discharge of official duty and includes any writing containing information related to the conduct of the public's business prepared, owned, used, or retained by the District regardless of physical characteristics. Emails or other electronic records related to District business shall be either: (1) saved to an electronic system other than the District email account, (2) electronically archived, or (3) printed on paper and filed as appropriate. It is presumed that District business emails will be stored in such manner by District employees on a regular basis, and therefore emails older than one year may be purged by the District's information technology department, unless such emails are relevant to litigation or anticipated litigation. Email trash folders may be purged as often as every 90 days by the District's information technology department.

Regulation OXNARD SCHOOL DISTRICT
approved: October 19, 2011 Oxnard, California
revised: *March 4, 2020*

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

The Board of Trustees recognizes the importance of securing and retaining district documents. The Superintendent or designee shall ensure that district records are developed, maintained, and disposed of in accordance with law, Board policy, and administrative regulation.

- (cf. 1340 - Access to District Records)
- (cf. 3440 - Inventories)

The Superintendent or designee shall consult with district legal counsel, site administrators, district information technology staff, personnel department staff, and others as necessary to develop a secure document management system that provides for the storage, retrieval, archiving, and destruction of district documents, including electronically stored information such as email. This document management system shall be designed to comply with state and federal laws regarding security of records, record retention and destruction, response to "litigation hold" discovery requests, and the recovery of records in the event of a disaster or emergency.

- (cf. 0440 - District Technology Plan)
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)
- (cf. 4040 - Employee Use of Technology)
- (cf. 9011 - Board Member Electronic Communications)

The Superintendent or designee shall ensure the confidentiality of records as required by law and shall establish regulations to safeguard data against damage, loss, or theft.

- (cf. 4112.6/4212.6/4312.6 - Personnel Files)
- (cf. 5125 - Student Records)
- (cf. 5125.1 - Release of Directory Information)

The Superintendent or designee shall ensure that employees receive information about the district's document management system, including retention and confidentiality requirements and an employee's obligations in the event of a litigation hold established on the advice of legal counsel.

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

Safe at Home Program

District public records shall not include the actual addresses of students, parents/guardians, or employees when a substitute address is designated by the Secretary of State pursuant to the Safe at Home program. (Government Code 6206, 6207)

When a substitute address card is provided pursuant to this program, the confidential, actual

address may be used only to establish district residency requirements for enrollment and for school emergency purposes.

(cf. 5111.1 - District Residency)
(cf. 5141 - Health Care and Emergencies)

Retention of Electronic Records

The Board recognizes that the use of email and other electronic communication in the workplace has increased tremendously, raising issues with respect to communication, creation of information and systems, and retrieval and storage of electronic records. The Board further acknowledges the District's responsibility to make records available to the public, with certain exceptions. Accordingly, the Board directs that all electronic records of this District be maintained, safeguarded and disclosed to the extent requires to be in full compliance with the requirements of law.

Access to the District's computers and the District's information and communications systems and equipment is controlled and administered by the District's information technology department. The District has the right to disclose, as permitted or required by applicable law, any communications or records, or copies of communications or records stored for any period of time in or by the District's information and communications system or equipment. The District may monitor or access employee communications made using the District's information and communication systems and equipment, and employees should have no expectation of privacy when using the District's information and communication systems and equipment. When passwords are used, they must be known to the Superintendent or designee so that he/she may have system access.

Legal Reference:

EDUCATION CODE

- 35145 Public meetings
- 35163 Official actions, minutes and journal
- 35250-35255 Records and reports
- 44031 Personnel file contents and inspection
- 49065 Reasonable charge for transcripts

CODE OF CIVIL PROCEDURE

- 2031.010-2031.060 Civil Discovery Act, scope of discovery demand
- 2031.210-2031.320 Civil Discovery Act, response to inspection demand

GOVERNMENT CODE

- 6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
- 6252-6265 Inspection of public records

- 12946 Retention of employment applications and records for two years

PENAL CODE

- 11170 Retention of child abuse reports

CODE OF REGULATIONS, TITLE 5

- 432 Varieties of student records
- 16020-16022 Records, general provisions
- 16023-16027 Retention of records

Management Resources:

SECRETARY OF STATE PUBLICATIONS

Letter re: California Confidential Address Program Implementation (SB 489), August 27, 1999

WEB SITES

California Secretary of State: <http://www.ss.ca.gov/safeathome>

Policy OXNARD SCHOOL DISTRICT

adopted: October 19, 2011 Oxnard, California

revised: *March 4, 2020*

EMPLOYEE USE OF TECHNOLOGY

Online/Internet Services: User Obligations and Responsibilities

Employees are authorized to use district equipment to access the Internet or other online services in accordance with Board of *Trustees* policy, ~~the district's Acceptable Use Agreement, and the~~ user obligations and responsibilities specified below.

1. The employee in whose name an online services account is issued is responsible for its proper use at all times. Employees shall keep account information, home addresses, and telephone numbers private. They shall use the system only under *their own user* ~~the~~ account number to which they have been assigned.

2. Employees shall use the system ~~safely~~, responsibly and primarily for work-related purposes. *Use of district resources and equipment for commercial, illegal, or political use is strictly prohibited. The district has the right to monitor its computer technology and networks for improper, inappropriate and /or unauthorized use.*

3. Employees shall not access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, ~~sex~~, gender, sexual orientation, age, disability, religion, or political *and cultural* beliefs.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

4. Employees shall not use the system to promote unethical practices or any activity prohibited by law, Board policy, or administrative regulations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

~~5. Employees shall not use the system for personal use.~~

5. Copyrighted material ~~may not be~~ shall be posted online only in accordance with applicable copyright laws. ~~may not be~~ placed on the system without the author's permission. Employees may download copyrighted material only in accordance with applicable copyright laws.

(cf. 6162.6 - Use of Copyrighted Materials)

~~65.~~ *Employees shall not invade the privacy of others by attempting to access other users' accounts or by releasing others' personal information.* Employees shall not attempt to interfere with other user's ability to send or receive email, nor shall they attempt to read, delete, copy, modify, or forge other users' email, *files or data.*

76. Employees shall not intentionally upload, download or create computer viruses and/or

maliciously attempt to harm or destroy district equipment or materials or the data of any other user, including so-called “hacking.”

87. Employees shall not develop any classroom or work-related web sites, blogs, forums, or similar online communications representing the district or using district equipment or resources without permission of the Superintendent or designee. Such sites shall be subject to rules and guidelines established for district online publishing activities including, but not limited to, copyright laws, privacy rights, and prohibitions against obscene, libelous, and slanderous content. Because of the unfiltered nature of blogs, any such site shall include a disclaimer that the district is not responsible for the content of the messages. The district retains the right to delete material on any such online communication.

98. Users shall report any security problem or misuse of the services to the Superintendent or designee.
(*cf.* 6163.4 – Student use of Technology)

10. *No one shall provide access to the district’s Internet to unauthorized individuals without prior consent from the Superintendent, principal or their designee(s).*

11. *Vandalism, attempted otherwise, will result in the immediate cancellation of user privileges in addition to fines, disciplinary actions and possible criminal or civil prosecution. Vandalism includes, but is not limited to, hacking into computer technology and/or networks, attempting to gain access or gaining access to student records, grades or files, transmitting of viruses, “Trojan Horses,” or any hardware, software, data, or network performance.*

12. *Employees shall not purposefully use district technology equipment to produce or distribute multiple copies of messages, documents, or files in a manner which is illegal or cause degradation or damage to its hardware, software, data, or file network performance.*

13. *Employees shall not attempt to impersonate or represent another person, nor may employees use the district’s name, the name of district school sites or other facilities, or district or school logos or symbols without prior approval from the Superintendent or designee. The district reserves the right to control the unauthorized use of its names, symbols, logos, or any other proprietary materials to the extent permitted by law.*

14. *Employees may not use or alter any passwords, recognition codes, security devices or methods, data encryption, or physical locking devices, such as locks on any part of the district’s computer technology and/or network, without the district’s written consent.*

15. *Employees may encounter material they interpret as controversial, inappropriate, or offensive. The district has implemented filtering and/or blocking software to restrict access to Internet sites containing pornography, or other obscene depictions. It is the responsibility of the Employee not to intentionally search for or access such material. Employees agree to hold the district and Board Members and agents harmless in the event the Employee obtains access to controversial or inappropriate materials while using the computer technology and/or network.*

16. *Employees are prohibited from using district computer technology or network to engage in activities that would subject the district, school or individual to criminal, civil or administrative liability.*

17. *Employees shall not obtain, send or access information which could be used to make destructive devices such as guns, weapons, bombs, explosives, or fireworks.*

18. *Employees are responsible for any losses sustained by the district or its affiliates, resulting from their intentional misuse of the district's computer technology or network.*

19. *Employees with district email accounts are to check their email frequently and delete unwanted messages and other files of data that take up excessive storage space. The system administrator may delete old messages from user accounts should the need arise.*

Public Records and Retention

20. *Employees should have no expectation that any communications made using the District's information and communication systems and equipment are exempt from monitoring or access by the District.*

Public Records and Retention

1. *Information stored on the District's system and equipment, including email, email attachments, Web postings, and voice mail messages may become records of the District. District records pertaining to the District's business, whether stored in hard copy or electronically, may be considered public records to the extent required by the law, and, therefore subject to the Public Records Act ("PRA") and Title 5, section 16020, et seq., of the California Code of Regulations, pertaining to the retention and destruction of school records.*

2. *A District email account is not intended to serve as a permanent storage of email. It is each employee's responsibility to save and/or file email that he or she wishes to access, or that are District records and required to be retained by law. "District records" means all records, maps, books, papers, and documents prepared or retained as necessary or convenient to the discharge of official duty and includes any writing containing information related to the conduct of the public's business prepared, owned, used, or retained by the District regardless of physical characteristics. Email and other electronic files that are classified as Class 1 or Class 2 records pursuant to AR 3580 shall be preserved in one of the three manners described in AR 3580.*

3. *The District may access and, to the extent required or allowed by law, disclose any email, received, sent, or stored in a District email account. The District may retain or dispose of an employee's email, whether an employee is currently or formerly employed by the District. Email account in-boxes and out-boxes may be purged as often as once a year by the District's information technology department. Email trash folders may be purged as often as 90 days by the District's information technology department.*

CEREMONIES AND OBSERVANCES

The Board of Trustees recognizes the importance of having students observe holidays, celebrate events of cultural or historical significance, and acknowledge the contributions of outstanding individuals in society. On days designated by the Board, staff shall provide students with appropriate commemorative exercises so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.

It is prohibited to bring any type of helium or Mylar balloons, including biodegradable balloons, to any school-sponsored event on any school campus. Any such balloons brought on campus shall be confiscated by an adult member of the school's administration.

California Penal Code Section 653.1 prohibits the release of balloons made of electrically conductive material and filled with a gas lighter than air, as part of a public or civic event, promotional activity, or product advertisement.

Assemblies and special events that offer the release of any helium or Mylar balloons, including biodegradable balloons, are prohibited on all district campuses. This includes events sponsored by organizations that support the district's schools.

- (cf. 6111 - School Calendar)*
- (cf. 6141.2 - Recognition of Religious Beliefs and Customs)*
- (cf. 6142.94 - History-Social Science Instruction)*
- (cf. 6142.3 - Civic Education)*
- (cf. 6142.4 - Learning Through Community Service)*

Legal Reference:

EDUCATION CODE

- 37220-37223 Saturdays and holidays*
- 44015.1 Week of the School Administrator*
- 45203 Paid holidays*
- 45460 Classified Employee Week*
- 52720 Daily performance of patriotic exercises in public schools*
- 52730 Patriotic exercises, daily instruction*

GOVERNMENT CODE

- 430-439 Display of flags*
- 3540-3549.3 Meeting and negotiating*

UNITED STATES CODE, TITLE 4

- 6 Time and occasion for display of flag*
- 7 Position and manner of display of flag*

UNITED STATES CODE, TITLE 36

- 106 Note Constitution Day and Citizenship Day*

COURT DECISIONS

- West Virginia State Board of Education et al v. Barnette et al, 319 U.S. 624 (1943)*

CALIFORNIA PENAL CODE

- 653.1 Of Other and Miscellaneous Offenses*

Management Resources:

CSBA PUBLICATIONS

Constitution Day: New Mandate for Districts Receiving Federal Funds, CSBA Advisory, August 2005

FEDERAL REGISTER

70 Fed. Reg. 29727 Constitution Day and Citizenship Day (2005)

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, History/Social Science Instructional Materials:

<http://www.cde.ca.gov/ci/hs/im>

Policy

adopted: ~~November 16, 2011~~ *March 4, 2020*

OXNARD SCHOOL DISTRICT

Oxnard, California