

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort
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, October 23, 2019

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:

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

A.2. Pledge of Allegiance to the Flag

Mrs. Rosario Almanza, Principal at Elm School, Academy of Environmental, Life Science and Mathematics, will introduce Evelyn Almanza, kindergarten DLI student in Mrs. Lucero's and Ms. Reyes' class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statements

The District's Vision and Mission Statements will be read in English by Zahir Diaz, and read in Spanish by Yulisa Santiago, both are 5th grade DLI students, in Mrs. Zendejas', Ms. Torres', and Ms. Ortega's classes at Elm School, Academy of Environmental, Life Science and Mathematics.

A.4. Presentation by Elm School - Academy of Environmental, Life Science and Mathematics

Principal Rosario Almanza will provide a short presentation to the Board regarding Elm School, Academy of Environmental, Life Science and Mathematics. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. Board Workshop Presentation - Enhanced Master Construct Program (Aguilera-Fort/Penanhoat/CFW)

The Board will receive a Study Session on the Enhanced Master Construct Program. The Board will be presented with the first in a series of Board study session workshops to review data, analysis, and options for the Enhanced Master Construct Program prior to presenting a draft of the program to the Board. Key topics for review under this first Board workshop includes a background review of the District's education program and anticipated facility requirements, enrollment trends, classroom capacity, support facilities and site conditions, status of the current Master Construct projects, and review of existing sources of funding. This study session will also offer the Board an opportunity to provide input and direction into the development of recommendations to be incorporated with the draft documentation.

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

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

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

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code

Conference with Legal Counsel – Anticipated Litigation: 1 case

Conference with Legal Counsel – Existing Litigations:

- OAH Case No. 2019-07-0217
- J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez Sawhney, LLP

Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code and Section 44943 of the Education Code

the Board will consider personnel matters, including:

Public Employee(s) Discipline/Dismissal/Release

Reassignment, Appointment

A.9. Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

Report Out of Closed Session

A.11. PUBLIC COMMENT/HEARINGS

Due to a lengthy agenda and in consideration of time, the Board of Trustees will hear public comments at this time.

Debido a que la agenda de hoy es bastante larga, y considerando la hora, la Mesa Directiva, adelantará la seccion de comentarios del público para su conveniencia.

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

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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.

A.12. Overview of Oxnard School District Child Nutrition Services Program (Penanhoat/Lugotoff)

The Board will receive a presentation on the District’s Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals.

A.13. Presentation on District Assessments (DeGenna/Thomas)

The Educational Services Team will present student data for the 2018-19 school year in English/Language Arts and Math for State and District assessments.

A.14. Report on California Dashboard Local Indicators (DeGenna)

The Board of Trustees will receive a report on California Dashboard Local Indicators.

A.15. Presentation on PBIS - Positive Behavior Interventions and Support (DeGenna/Ridge)

The Board of Trustees will receive a presentation on PBIS (Positive Behavior Interventions and Support).

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

Notes:
Moved:
Seconded:

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Consent Agenda.)

ROLL CALL VOTE:

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

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

C.1. Actuarial Study of Retiree Health Liabilities (Penanhoat/Crandall Plasencia)

The Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

C.2. Enrollment Report (Penanhoat)

District enrollment as of September 30, 2019 was 15,730. This is 407 less than the same time last year.

C.3. Purchase Order/Draft Payment Report #19-03 (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 #19-03 as submitted.

C.4. Approval to Attend Out-of-State Site Visit to the National Center for Teacher Residencies Institute in Seattle, Washington (Vaca/Bond)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees approve Dr. Vaca's and Dr. Bond's out-of-state site visit. Amount not to exceed \$1,000.00 for ground travel and meals, to be paid out of the Human Resources Recruitment fund.

C.5. Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, First Quarter (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2019-20 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

C.6. Establish/Abolish/Increase/Reduce Hours of Positions (Nair-Villano)

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

Cost for Paraeducator II - \$28,679.00 - Special Education Funds

Cost for Paraeducator III - \$1,278.00 - Special Education Funds

C.7. 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.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.8. Approval of Amendment #1 to Agreement #19-14 – Center for Teaching for Biliteracy

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(DeGenna/Fox)

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #19-14 with the Center for Teaching for Biliiteracy. Amount not to exceed \$3,000.00, to be paid with Title 1 funds. Original agreement was for the amount of \$97,100.00. Amendment #1 brings the total agreement amount for the 2019-20 school year to \$100,100.00.

C.9. Approval of Amendment #1 to Agreement #19-34 - Therapy Travelers (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #19-34 with Therapy Travelers. Amount not to exceed \$650,000.00, to be paid with Special Education funds. Original agreement amount \$580,000.00. Amendment # 1, in the amount of \$650,000.00, will increase the number of supplemental staff hired to fill current vacancies, for a new total agreement amount of \$1,230,000.00.

C.10. Approval of Agreement #19-132 – Restorative Justice Resource Services (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-132 with Restorative Justice Resource Services. Fiscal amount not to exceed \$12,000.00, to be paid from Title II funds.

C.11. Approval of Agreement #19-133 – Focus on the Masters (DeGenna/Serrano)

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-133 with Focus on the Masters. Fiscal amount not to exceed \$1,500.00, to be paid from Supplemental Concentration Grant funds.

C.12. Approval of Agreement #19-137, Prismatic Magic LLC (DeGenna/Lepe)

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-137 with Prismatic Magic LLC. Fiscal amount not to exceed \$799.00, to be paid from Title 1 funds.

C.13. Approval of Agreement/MOU #19-140 - Ventura County Office of Education (DeGenna/Valdes)

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-140 with the Ventura County Office of Education. Fiscal amount not to exceed \$15,525.00, to be paid from State Preschool funds.

C.14. Approval of Agreement/MOU #19-143 - Center for Good Food Purchasing (Penanhoat/Lugotoff)

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-143 with the Center for Good Food Purchasing Program. There is no fiscal impact.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.15. Ratification of Amendment #3 to Agreement/MOU #15-162 - City of Oxnard, for Joint Use of Lemonwood Park (Penanhoat/CFW)

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

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify Amendment #3 to Agreement/MOU #15-162 with the City of Oxnard. The completion of Lemonwood play field reconstruction is currently anticipated in December 2019. Both the City and the District have agreed to extend the term of the agreement to March 31, 2020. The approximate not-to exceed amount of \$600.00 will be funded from Master Construct and Implementation Funds.

C.16. Ratification of Agreement #19-125 - Assistance League, Non-Public School, NPS (DeGenna/Madden)

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-125 with Assistance League School, NPS. Fiscal amount not to exceed \$25,300.00, to be paid from Special Education funds.

C.17. Ratification of Agreement #19-127 – Casa Pacifica School (DeGenna/Madden)

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-127 with Casa Pacifica School. Fiscal amount not to exceed \$96,166.75, to be paid from Special Education funds.

C.18. Ratification of Agreement #19-128 – Casa Pacifica School (DeGenna/Madden)

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-128 with Casa Pacifica School. Fiscal amount not to exceed \$89,325.00, to be paid from Special Education funds.

C.19. Ratification of Agreement #19-129 – Casa Pacifica School (DeGenna/Madden)

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-129 with Casa Pacifica School. Fiscal amount not exceed \$101,902.50, to be paid from Special Education funds.

C.20. Ratification of Agreement #19-130 – Casa Pacifica School (DeGenna/Madden)

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-130 with Casa Pacifica School. Fiscal amount not to exceed \$54,448.25, to be paid from Special Education funds.

C.21. Ratification of Agreement #19-131 – Casa Pacifica School (DeGenna/Madden)

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-131 with Casa Pacifica School. Fiscal amount not to exceed \$47,400.00, to be paid from Special Education funds.

C.22. Ratification of Agreement #19-134 - Cronin Assessment (DeGenna/Madden)

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-134 with Cronin Assessment. Fiscal amount not to exceed \$30,000.00, to be paid from Special Education funds.

C.23. Ratification of Memorandum of Agreement #19-135, County of Ventura/Ventura County

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Behavioral Health (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Memorandum of Agreement #19-135 with County of Ventura/Ventura County Behavioral Health. There is no fiscal impact.

C.24. Ratification of Agreement #19-136 – Dial Security – Alarm Monitoring/Maintenance Services (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #19-136 with Dial Security. Fiscal amount not to exceed \$119,326.53, to be paid from the General Fund. Agreement #19-136 is for year 4 for the period of 10/6/19 through 10/5/20, in the amount not to exceed \$119,326.53.

C.25. Ratification of Work Authorization Letter #8 to Construction Testing Engineering (CTE) Inc., to provide Geotechnical Observation & Testing Services at the Lemonwood ECDC Project (Penanhoat/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees ratify WAL #8 for Master Agreement #13-124 with CTE. Fiscal amount not to exceed \$11,320.00, to be paid from Master Construct and Implementation Funds.

C.26. Ratification of Change Order No. 011 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

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. 011 for Master Agreement #17-117 with Bernards. Fiscal amount not to exceed \$15,724.00, to be paid from Master Construct and Implementation Funds.

C.27. Ratification of Change Order No. 012 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

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. 012 for Master Agreement #17-117 with Bernards. Fiscal amount not to exceed \$20,268.00, to be paid from Master Construct and Implementation Funds.

Section D: ACTION ITEMS

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

D.1. Approval of a Variable Term Service Waiver in Speech Language Pathology for 2019-20 for Faith Park (Vaca)

It is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Faith Park, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

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Board Discussion:

Vote:

ROLL CALL VOTE:

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

D.2. Adoption of Resolution #19-13 – Redeposit Payroll - CalSTRS (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #19-13 in order to enable CalSTRS employees to purchase service credit on a pre-tax basis.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:
There are no minutes to 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.)

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

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

Students:

AR 5113 – Absences and Excuses - Dr. DeGenna

BP 5146 – Married/Pregnancy/Parenting Students - Dr. DeGenna

Instruction:

AR 6173.2 – Education of Children of Military Families - Dr. DeGenna

AR 6183 – Home and Hospital Instruction - Dr. DeGenna

Motion:

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Second:

ROLL CALL:

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

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) Superintendent's Announcements (3 minutes)

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.

G.3. ADJOURNMENT

Moved:
Seconded:
Vote:

Time Adjourned: _____

ROLL CALL:

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

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section A: Study Session

**Board Workshop Presentation - Enhanced Master Construct Program
(Aguilera-Fort/Penanhoat/CFW)**

The District has directed Caldwell Flores Winters, Inc. (“CFW”) to present an Enhanced Master Construct Program that provides for additional facilities improvements beyond the current Master Construct Program.

The Board will be presented with the first in a series of Board study session workshops to review data, analysis, and options for the Enhanced Master Construct Program prior to presenting a draft of the program to the Board. Key topics for review under this first Board workshop includes a background review of the District's education program and anticipated facility requirements, enrollment trends, classroom capacity, support facilities and site conditions, status of the current Master Construct projects, and review of existing sources of funding.

This study session will also offer the Board an opportunity to provide input and direction into the development of recommendations to be incorporated with the draft documentation.

FISCAL IMPACT:

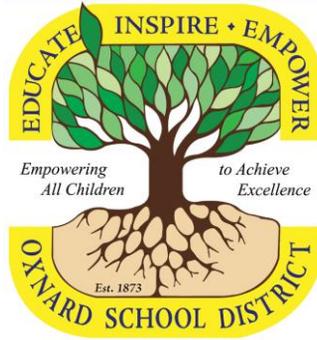
None.

RECOMMENDATION:

None - Information only.

ADDITIONAL MATERIALS:

Attached: [Oxnard SD - Enhanced Master Construct Study Session 1 10.18.19.pdf](#)



Oxnard School District



2019 ENHANCED MASTER CONSTRUCT PROGRAM

BOARD STUDY SESSION 1: BACKGROUND REVIEW

OCTOBER 2019

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

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

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

180 PROMANADE CIRCLE SUITE 300
SACRAMENTO, CA 95834
(916) 634-7784



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Introduction

- In 2012, the District adopted a Facilities Master Plan after a 3-year community process to guide the District's policy and program considerations for facility improvements efforts over the next 15-year period
- In 2013, the District approved the reconfiguration and implementation of the Master Plan to provide 21st Century Learning Environments over a series of improvement phases, beginning with the reconfiguration of the educational program and adoption of facility specifications to support a K-5, K-8 and 6-8 academy program, the reconstruction of older schools and support facilities, and the removal of portable classrooms
- In 2016, the Board established a Master Construct Program to expanded the Program's goals and specifications, increase the sources and scope of improvements allocated to the program, and identify and leverage the level of proposed improvements over the next 5-year period for implementation by the Board
- To date, the facilities component has led to the design of 8 new schools, the construction of 6 schools to date, the acquisition of 2 new school sites, plus construction of TK/K, and special education facilities at various existing sites
- Based on a series of updates, special workshops and identified needs, the Board has requested that a review be undertaken that integrates the District's vision for educational initiatives with the ongoing educational and remaining facilities program and includes an analysis of existing and proposed programs and facilities to enhance the scope of the Master Construct Program, increase equity at remaining school sites to be improved, and present options for Board consideration

The Oxnard School District has commissioned a report to consider options to enhance the Master Construct Program. The analysis will be presented to the Board for discussion over three study sessions as follows:

- **Study Session #1 - Background Review**
 - Existing facilities and improvements to date
 - Remaining facilities awaiting improvements
 - Historical enrollment trends and classroom capacity
 - Preliminary assessment of required improvements
 - Potential sources of funds to assist in enhancing the Master Construct Program
- **Study Session #2 - Data Analysis**
 - School site capacity and site configuration
 - Considerations for improvements
 - Program requirements
 - Options for new construction and facilities replacement/renovation
- **Study Session #3 - Proposed Facilities & Financing**
 - Proposed improvements and estimated costs
 - Proposed Sources & Uses
 - Master Project Budget, Schedule and Sequencing
 - State and local funding options
 - Proposed recommendations for further consideration

Subsequent to the study sessions, a formal report will be prepared for the Board's review and consideration.

Background of Existing Schools

- The District’s existing 20 schools were originally built within several different generations, and reflect the design principles and standards of their time
- One generation of schools was completed from the mid 1940s through the mid 1960s
- Another generation was completed between the 1980s through 2003
- All sites constructed before 1989 have received modernization grants and improvements over time
- At the K-8 schools, “Portable to Permanent” (P2P) classroom improvements were constructed from 2004 through 2014
- The last school of the prior period, Soria, was constructed in 2009
- All schools have had to absorb substantial amounts of additional portable facilities over time to accommodate increased enrollment and changes in program (e.g. YRE)

Existing School Sites

School	Originally Built	P2P
K - 5		
Elm	1948	
McKinna	1954	
Harrington	1955	
Marina West	1964	
Rose Avenue	1965	
Sierra Linda	1966	
McAuliffe	1989	
Ritchen	1992	
Brekke	1997	
Ramona	1999	
Marshall	2003	
K - 8		
Driffill	1946	2012
Chavez	1951	2004
Kamala	1952	2007
Curren	1954	2007
Lemonwood	1981	
Soria	2009	
6 - 8		
Haydock	1954	
Fremont	1961	
Frank	1994	

- This has had a substantial impact on the ability of support facilities to meet this need (e.g. Admin, MPRs, Libraries, etc.)

Replacement Schools & New Facilities

- To date, the replacement of older K-5 schools and the construction of new K-8 facilities that maximize the receipt of State aid new construction grants has been the major priority
- The Master Construct Program has led to the design of 8 new schools, the construction of 6 schools to date, the acquisition of 2 new school sites, pending construction of 2 additional schools, plus construction of TK/K, and special education facilities at various existing sites
- During this period, the District has completed the P2P construction of Driffill, the reconstruction of Harrington, Elm, and Lemonwood, and a new classroom building at Marshall to complete its transformation into a K-8 school
- The reconstruction of McKinna is underway and land has been purchased for the Seabridge and Doris Patterson K-5/6-8 schools

Replacement Schools & New Facilities

School	Status
K - 5	
Harrington	Constructed
Elm	Constructed
McKinna	Under Construction
Seabridge	Pending
Rose Avenue	Pending
Doris Patterson K-5	Land Acquired
K - 8	
Lemonwood	Constructed
Driffill	Constructed
Marshall	Constructed
6 - 8	
Doris Patterson 6-8	Land Acquired

To date, 291 new classrooms have been designed or built and 82 portable classrooms removed

- Likewise, DSA design approvals have been received for the K-5 reconstruction of Rose and the new construction of Seabridge

Schools Awaiting Improvements

- The Master Construct Program recommends the reconstruction of the permanent capacity of Marina West and Sierra Linda as 21st Century schools and the construction of a new K-5/6-8 campus at the Doris/Patterson school site
- The remaining four K-5 schools, Ritche, Ramona, McAuliffe and Brekke require modernization, 21st Century Learning Environment improvements and upgrade or replacement of support facilities to better match the specifications and improvements at the newly constructed replacement schools
- The remaining and existing K-8 schools are also in need of 21st Century Learning Environment improvements and upgrade or replacement of support facilities these goals
- The K-5 component of the Marshall K-8 school is in need of 21st Century Learning Environment improvements

School Sites Awaiting Improvements

School

K - 5

Marina West
Sierra Linda
McAuliffe
Ritche
Brekke
Ramona
Marshall
Doris Patterson K-5

K - 8

Driffill
Chavez
Kamala
Curren

6 - 8

Haydock
Fremont
Frank
Doris Patterson 6-8

- At the middle school level, Frank is in need of modernization and 21st Century Learning Environment improvements; Fremont and Haydock are old and in need of replacement

Preliminary Assessments of Facilities Improvements

- A walk through of each remaining school requiring improvement is underway and preliminary areas of concern have been identified for further study
- Among various factors, school facilities are being evaluated on the need for 21st Century Learning Environments, MPR/Gym, Library/Media, Administrative, parking & circulation and additional site requirements pursuant to adopted District specifications and State requirements
- Based on previous decisions by the Board, Haydock and Fremont are being evaluated on the requirements necessary to reconstruct these facilities as new replacement schools
- The specifications and construction requirements for new K-5 and 6-8 schools at Doris Patterson have likewise already been approved by the Board

Preliminary Assessment of Facilities Improvements by School Site

School	Needed Improvements
K-5	
Brekke	
21st Century Permanent Classrooms	X
Multipurpose Room	
Library / Media Center	X
Admin Office / Support Spaces	X
Parking & Circulation	
Additional Site Improvements	
Ramona	
21st Century Permanent Classrooms	X
Multipurpose Room	X
Library / Media Center	X
Admin Office / Support Spaces	
Parking & Circulation	
Additional Site Improvements	
McAuliffe, Ritchen	
21st Century Permanent Classrooms	X
Multipurpose Room	X
Library / Media Center	X
Admin Office / Support Spaces	
Parking & Circulation	
Additional Site Improvements	X
K-8	
Kamala	
21st Century Permanent Classrooms	X
Multipurpose Room	X
Library / Media Center	X
Admin Office / Support Spaces	X
Parking & Circulation	
Additional Site Improvements	
Marshall	
21st Century Permanent Classrooms	X
Multipurpose Room	X
Library / Media Center	X
Admin Office / Support Spaces	
Parking & Circulation	
Additional Site Improvements	
6-8	
Frank	
21st Century Permanent Classrooms	X
Multipurpose Room	X
Library / Media Center	X
Admin Office / Support Spaces	X
Parking & Circulation	
Additional Site Improvements	X

Projected District Capacity at Build-out

- The District has adopted specifications for the construction, replacement and modernization of school facilities
- The District has also adopted educational program requirements to be adopted at school sites where possible, including, for example:
 - TK, K and SDC programs
 - Music, piano and performance spaces
 - Resource, intervention, Newcomer, and academy rooms
- Pursuant to State standards, the District has adopted maximum capacity guidelines for K-5 schools of 700 students, K-8 facilities of 900 students and 6-8 facilities of 1200 students that also facilitate CDE and OPSC approval
- Integrating the above facility and program requirements will yield a preliminary projected permanent classroom capacity of 16,147 students at full implementation of an enhanced Master Construct Program

School Site Projected Enrollment

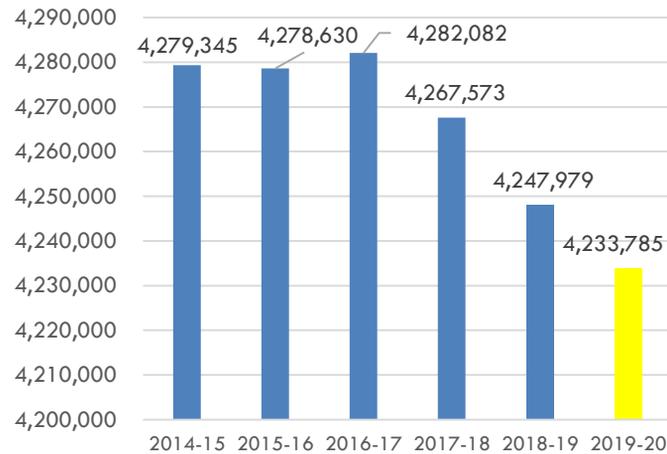
School	Total Capacity
K-5	
Harrington	602
Elm	576
McKinna	714
Seabridge	588
Rose Avenue	722
Doris Patterson	576
Brekke	602
McAuliffe	577
Ritchen	593
Ramona	575
Marina West	352
Sierra Linda	339
K-8	
Lemonwood	833
Marshall	881
Driffill	847
Chavez	847
Curren	774
Kamala	874
Soria	697
6-8	
Frank	1,070
Fremont	1,254
Doris Patterson	1,254
Haydock	TBD
Total	16,147

In total approximately 662 permanent classrooms are projected to be available

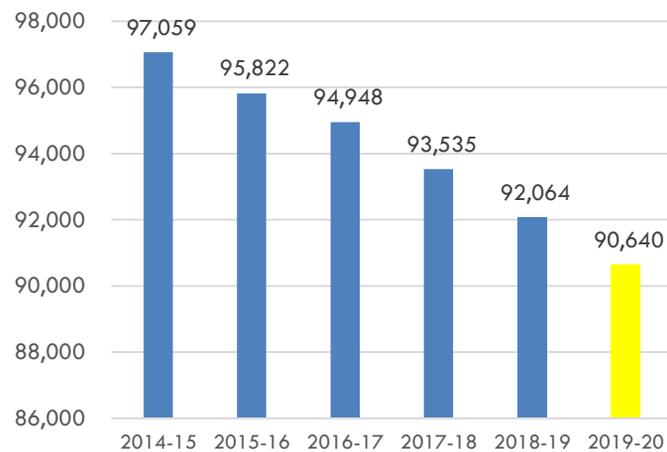
State, County, and District Enrollment

- The State tabulates current and historical K-8 enrollment at the State, County, and District level
- According to the State, TK-8 enrollment statewide has been generally level over the last five years with an overall decline of approximately 1 percent over the last 3 years
- More locally, K-8 enrollment in Ventura County has declined by approximately 6400 students since 2014-15
- As of the 2019-20 school year, District enrollment decreased by approximately 370 students from the prior year and 835 students over the last 3 years
- Enrollment is a major factor in the amount of eligibility and State grants available to assist the District in the construction and modernization of school facilities

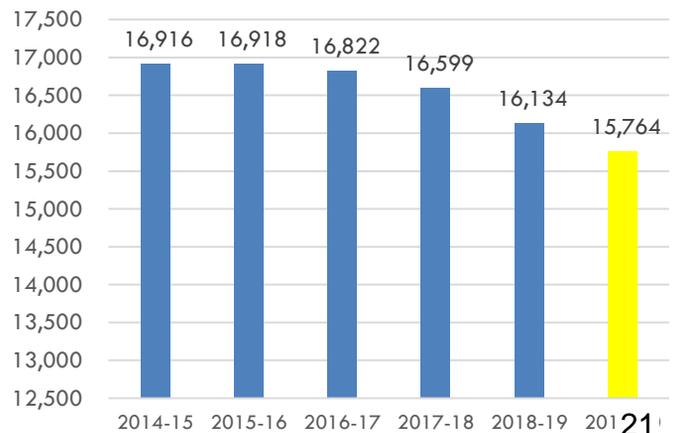
California State K-8 Enrollment



Ventura County K-8 Enrollment



District Historical Enrollment



Need to Enhance the Master Construct Program

- The Master Construct Program was designed to implement the District's Master plan in select phases based on the periodic need to review efforts and accomplishments to date and seek additional local and state funding to implement further enhancements
- The Master Construct Program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools and facilities to accommodate the academy and State requirements
- The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements
- Absent delays or reductions in State aid, the Master Construct Program is designed to provide funding over time to support the reconstruction of older schools and the modernization of support facilities, the construction of additional new 21st century schools and the removal of portable classrooms
- However, the Master Construct Program does not provide 21st Century Learning Environments to the remaining existing sites awaiting improvement, nor does it provide for the replacement of Fremont and Haydock which is now required
- As in previous phases, additional funding would be required to provide 21st Century Learning Environments at all school sites, support facilities consistent with the specification of new schools, and to replace older 6-8 schools that have served the District continuously for the last 57 and 65 years, but are now in need of replacement

State Aid Modernization

- Unlike new construction, current and future State modernization eligibility for District schools is dependent on enrollment at each school site and the amount of portable and permanent classrooms that are over 20 or 25 years old, respectively
- Under the program, a 40 percent local grant match is required
- Based on current school site enrollment, the District may currently be eligible for approximately \$19.1 million in remaining State matching modernization grants from existing classrooms
- A local match of \$12.7 million would be required by the District to access these grants
- An additional \$22.6 million in future eligibility is estimated to be available through FY2029, requiring a then local match amount of approximately \$15.1 million

Estimated Modernization Eligibility By School Site

School Site	Current Eligibility	Future Eligibility
K-5		
Harrington	\$ 580,500	\$ -
Elm	\$ 348,300	\$ -
McKinna	\$ 464,400	\$ -
Seabridge	\$ -	\$ -
Rose Avenue	\$ -	\$ 348,300
Brekke	\$ -	\$ 2,804,976
McAuliffe	\$ 3,241,512	\$ -
Ritchen	\$ 2,842,128	\$ -
Ramona	\$ -	\$ 2,814,264
Marina West	\$ -	\$ 2,763,180
Sierra Linda	\$ -	\$ 3,069,684
K-8		
Lemonwood	\$ 812,700	\$ -
Marshall	\$ -	\$ 2,753,892
Driffill	\$ -	\$ -
Chavez	\$ -	\$ 3,366,900
Curren	\$ -	\$ 232,200
Kamala	\$ 580,500	\$ 116,100
Soria	\$ -	\$ -
6-8		
Frank	\$ 5,968,080	\$ -
Fremont	\$ -	\$ 4,170,288
Haydock	\$ 4,243,968	\$ 152,272
TOTAL	\$ 19,082,088	\$ 22,592,056

These amounts are net of what has been received to date

State Aid New Construction

- Over time, the district has submitted for \$81.0 million in new construction applications based on its eligible enrollment at the time of submission
- New construction eligibility is determined based on districtwide enrollment, existing capacity, and projected residential development
- Following the submission of these applications, the District's enrollment has experienced significant decline in the last three years
- In September, the District received grant reimbursement approvals for prior applications of approximately \$10.7 million; at current enrollment levels, the District remains eligible for \$19.2 million in future grant reimbursements
- The District has up to five years after the completion of a new construction project to receive a reimbursement if enrollment were to increase

Submitted New Construction Pupil Grant Applications

Projects	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Lemonwood	\$11,839,512	\$1,227,750	\$13,067,262
Marshall	\$4,006,316	\$395,100	\$4,401,416
Elm	\$7,616,186	\$1,242,354	\$8,858,540
Ritchen Kinder/Flex	\$616,932	\$211,095	\$828,027
Brekke Kinder/Flex	\$616,932	\$48,716	\$665,648
McAuliffe Kinder/Flex	\$616,932	\$266,733	\$883,665
Lemonwood Use of Grants	\$2,006,432	\$0	\$2,006,432
Elm Use of Grants	\$878,184	\$0	\$878,184
Marshall Use of Grants	\$1,009,552	\$0	\$1,009,552
McKinna	\$9,137,413	\$1,423,945	\$10,561,358
McKinna Use of Grants	\$1,012,351	\$0	\$1,012,351
Ramona Kinder/Flex	\$616,932	\$0	\$616,932
Seabridge + Land	\$7,311,261	\$6,874,043	\$14,185,304
Seabridge Use of Grants	\$829,396	\$0	\$829,396
Rose Avenue ¹	\$18,274,826	\$2,878,500	\$21,153,326
Total	\$66,389,157	\$14,568,236	\$80,957,393

Note:

1. Estimated grants for Rose Avenue assumes Financial Hardship

Estimated Current New Construction Eligibility

Pupil Grant	*Est. Base Grant	Est. Sup Grant	Est. Total Grant
K-6	\$10,147,904		\$10,147,904
7-8	\$3,418,765	\$1,622,850	\$5,041,615
SDC Non Severe	\$2,613,108		\$2,613,108
SDC Severe	\$1,439,508		\$1,439,508
Total	\$17,619,285	\$1,622,850	\$19,242,135

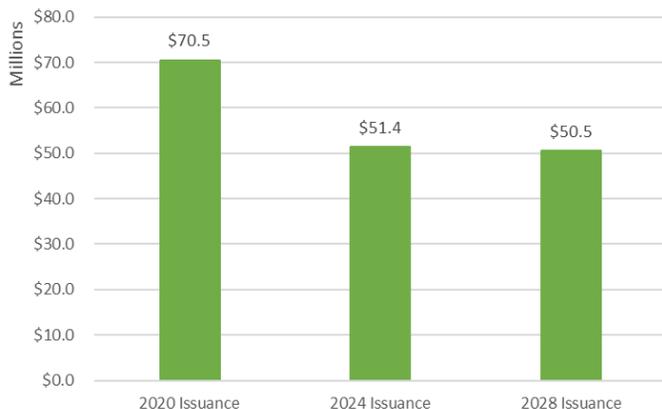
- Otherwise the District will need to seek ways to increase enrollment and replace funding in the interim to meet this anticipated shortfall in State new construction funding

Developer Fees

- Since the initial \$3.4 million allocation to the Program in 2013, the District has collected approximately \$7.5 million in additional developer fee revenues as of May 31, 2019, for a grand total of \$10.9 million in collected developer fee revenues to date
- Based on the latest 2019 projections provided by the District's developer fee consultant, it is estimated that the District will collect \$22 million in developer fees over the next five years using the current Level 2 fee of \$4.08 adopted by the Board
- Developer fee revenues, however, are currently committed on a priority basis to repaying the District's outstanding COPs for prior Brekke improvements and for the advance purchase of the Doris/Patterson school site or other improvements already approved by the Board
- Future residential developer fees from the Teal Club development agreement would otherwise be available if and when the project gains City approval and construction begins

Potential Bond Program

- Based on previous study sessions, the District has been presented with a potential bond program of approximately \$172.5 million, based on its existing assessed value and Prop. 39 general obligation bond election requirements of a maximum annual tax rate of \$30 per \$100,000 of assessed value, annual financial and performance audits, and a Citizen’s Oversight Committee
- Projected sales of bonds have been modeled to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Prop 39 rate of \$30 per \$100,000 of assessed value over time
- Recognizing prevailing law and market conditions may change over time, the first bond series is projected to generate approximately \$70.5 million in Series A bonds, \$51.4 million in Series B, and \$50.5 million in Series C bonds, over a projected eight-year period
- Subject to prioritization by the Board, this would allow an option for the District to enhance local funding to the Master Construct Program in anticipation of further State grant reimbursement delays or reduced State aid reimbursements due to enrollment declines and increased facility improvement options for Board consideration



Assumptions:

- ✓ Average annual A.V. growth rate: 4% per year
- ✓ Projected tax rate: \$30 per \$100,000 A.V.
- ✓ Each bond term: 30 years
- ✓ Projected sale of bonds: 8-year period
- ✓ Assumes continued State waiver of debt capacity

Further Bond Considerations

- Two ballot measures have been approved for voter consideration in 2020 that may have a significant effect on the District, if approved
- In March 2020, voters will consider a new State bond measure to replenish the State School Facility Program, with approximately \$8 billion for K-12 new construction and modernization projects to district's with eligibility and local matching funds
- If approved by voters, the State bond will also increase the District's statutory bonding capacity from 1.25% to 2.0%; this may require districts to issue additional local bonds to qualify for Financial Hardship, but will reduce the need for additional State waivers to exceed the prior amount
- In November 2020, voters will also consider a measure to create a split property tax roll; if approved by voters, residential properties would remain subject to Proposition 13 while commercial and industrial properties would be assessed at market value
- This could result in a dramatic one-time increase in the District's overall assessed valuation and may allow the District to accelerate or increase the issuance of additional bonds
- Passage of these efforts are contingent on a majority vote of statewide voters
- In addition, efforts are currently underway to further reduce the amount of taxes required to issue bonds approved from the Master Construct Program
- If successful, this may lower the cumulative tax rate required for approval of a new bond by local voters

Next Steps

- Complete site assessments
- Evaluate and recommend proposed siting (locations) of potential new facilities
- Develop recommended list of potential improvements
- Obtain cost estimates
- Prepare data analysis
 - School site capacity and site configuration
 - Considerations for improvements
 - Program requirements
 - Options for new construction/replacement/renovation
- Conduct Board Study Session #2 – Data Analysis

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section A: Report

**Overview of Oxnard School District Child Nutrition Services Program
(Penanhoat/Lugotoff)**

The Board will receive a presentation on the District's Child Nutrition Services Program mission, program funding and cost, and accomplishments and goals.

FISCAL IMPACT:

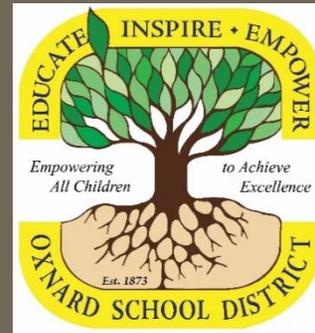
None.

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [PowerPoint Presentation: Child Nutrition Services – Serving Education Every Day \(12 pages\)](#)



Child Nutrition Services

Serving Education Every Day

October 23, 2019 Board Meeting

Presented by
Suzanne Lugotoff, R.D., SFNS
Director of Child Nutrition Services

Program Overview

- School Breakfast Program - CEP
- National School Lunch Program – CEP
- Super Snack - CACFP
- Summer Feeding Program – Seamless Summer

Recipe for Success

- Five Pillars to Embrace

- 1) Financial Responsibility
- 2) Food Quality
- 3) Customer Service
- 4) Focus on Reduction of Waste (food, supplies, energy)
- 5) Respecting Oxnard School District Employment



Five Pillars of Success

Financial Responsibility

- Limit food & supply waste
- Assess food cost of all ingredients
- Set par levels for paper goods
- Train staff in proper serving sizes
- Utilize all commodity & DOD dollars
- Reduction of labor hours
- Replace ASP “snack” with “supper”
- Minimize end-of-year storage at DO warehouse
- Expedite submission of monthly claims

Food Quality

- Practice batch cooking concept
- Avoid holding hot food for more than 1 hour
- Avoid bagging food when not necessary
- Provide taste testing opportunities for students

Customer Service

- Connect with students
- Greet students, staff and visitors and welcome them to school and to our OSD meal service
- Encourage good eating habits! Praise Students when you see smart choices are made

Reduction of Waste

- Limit unnecessary waste
- Communicate regularly with students about food waste
- Prior to purchasing new – look internally for supplies needed
- Employ food share table
- Redistribute unopened milk cartons

Respect OSD Employment

- Be on time
- Avoid scheduling appointments during work hours
- Know the contracted work calendar

CNS Ending Balances 2018-2019 FY

Program	District Contribution	Ending Balance
NSLP/SBP	\$330,337	\$36,296
CACFP Supper	None	\$299,953
Seamless Summer	None	\$44,081

OSD Program Enhancements

- California Thursdays
- Lean & Green Fridays
- VC Farm to School
- Harvest of the Month
- Dietetic Interns
- FoodCorps



CALIFORNIA
THURSDAYS



Harvest
of the
Month

Network for a Healthy California

Farm to School

ventura county



eat
right. American
Dietetic
Association



OSD Program Enhancements

- USDA Farm to School Grant
 - ❖ \$200,000 over a 2 year period
 - ❖ The Abundant Table (non-profit fiscal sponsor)
 - ❖ Oxnard SD, Hueneme SD, Rio SD, Ojai USD, Ventura USD, & Ocean View SD

- Center for Good Food Purchasing
 - ❖ **Objective #1** – Quantify purchasing power & identify opportunities for local procurement
 - ❖ **Objective #2** – Increase local procurement by 15%
 - ❖ **Objective #3** – Provide training to local vendors in procurement of joint local food solicitations

Good Food Purchasing Program

- 5 Pathways to Star Status

- 1) Local Economies
- 2) Environmental Sustainability
- 3) Animal Welfare
- 4) Valued Workforce
- 5) Nutrition



OSD Program Enhancement: Waste Management

- Education
- Trash Separation
 - Partnering w/ Harrison
- Donations to Non Profit Organizations
- Food Share Tables
- Milk Redistribution
- Reduction of paper waste: sporkette pack & styro trays



CNS Long Range Goals 2018- 2019

- ✓ ○ Successful Administrative Review
- ✓ ○ Promote and expand meal participation
- ✓ ○ Implement Super Snack (Supper) at remaining six locations
- ✓ ○ Develop standardized catering program
- Partner with OSD Facilities to design future site kitchen with bakery capabilities

CNS Long Range Goals 2019-2020

- Invest in continuing education opportunities for CNS staff
- Empower CNS Coordinators with knowledge of fiscal principles
- Assess purchasing options related to USDA Commodity products
- Continue to utilize “Key Performance Indicators” to assess quantifiable aspects and measures of success of the CNS Department’s strategies

Questions?



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 23, 2019

Agenda Section: Section A: Report

Presentation on District Assessments (DeGenna/Thomas)

The Educational Services Team will present student data for the 2018-19 school year in English/Language Arts and Math for State and District assessments.

FISCAL IMPACT:

None

RECOMMENDATION:

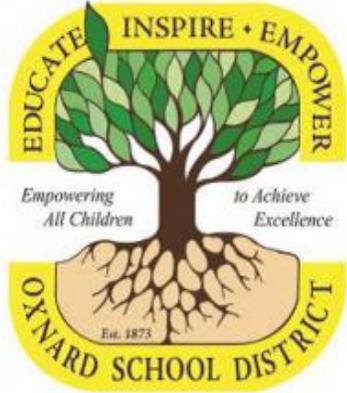
It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees approve the presentation as outlined above.

ADDITIONAL MATERIALS:

Attached: [District Assessments Presentation](#)

**CAASPP Results
2018-2019**

**Oxnard School District
School Board Meeting
October 23, 2019**



CAASPP Comparison

2018-2019

Test Results at a Glance

Type a School, L

District: Oxnard

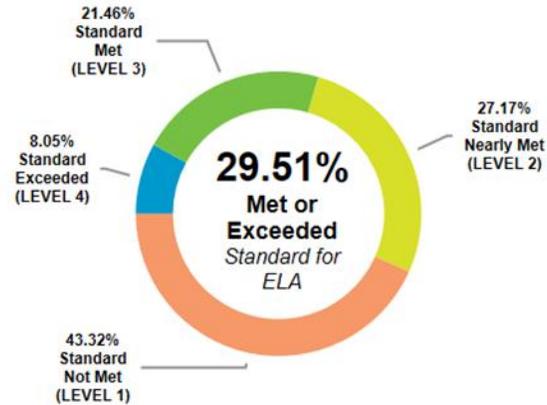
CDS Code: 56-72538-0000000 | County: Ventura

Report Options

Year: 2018-19 Grade: All Grades Student Group: All Students (Default) School Type: All Schools

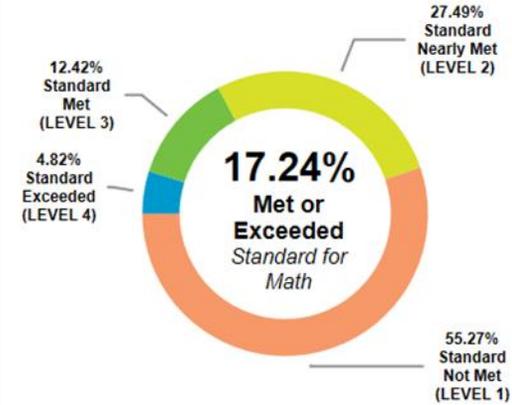
ELA

Percent of students within each achievement level



Mathematics

Percent of students within each achievement level



2017-2018

Test Results at a Glance

Type a School, Distr

District: Oxnard

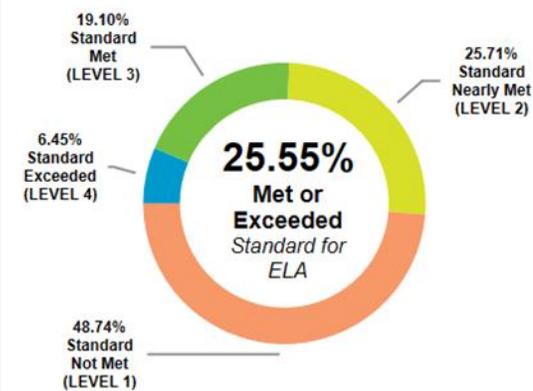
CDS Code: 56-72538-0000000 | County: Ventura

Report Options

Year: 2017-18 Grade: All Grades Student Group: All Students (Default) School Type: All Schools

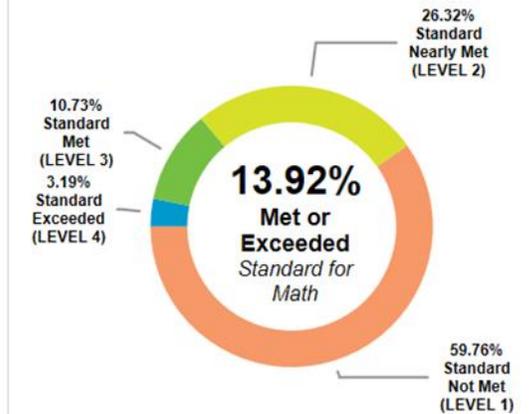
ELA

Percent of students within each achievement level



Mathematics

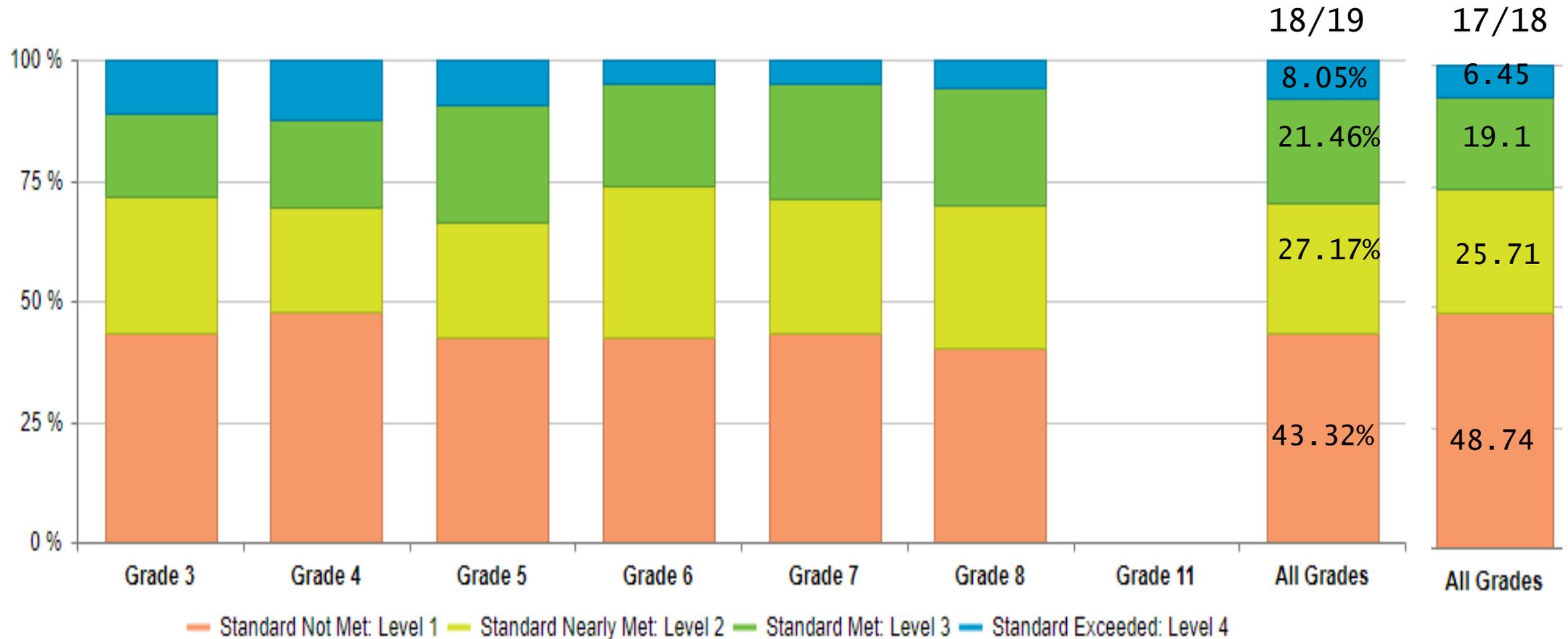
Percent of students within each achievement level



2018–19 Detailed Test Results

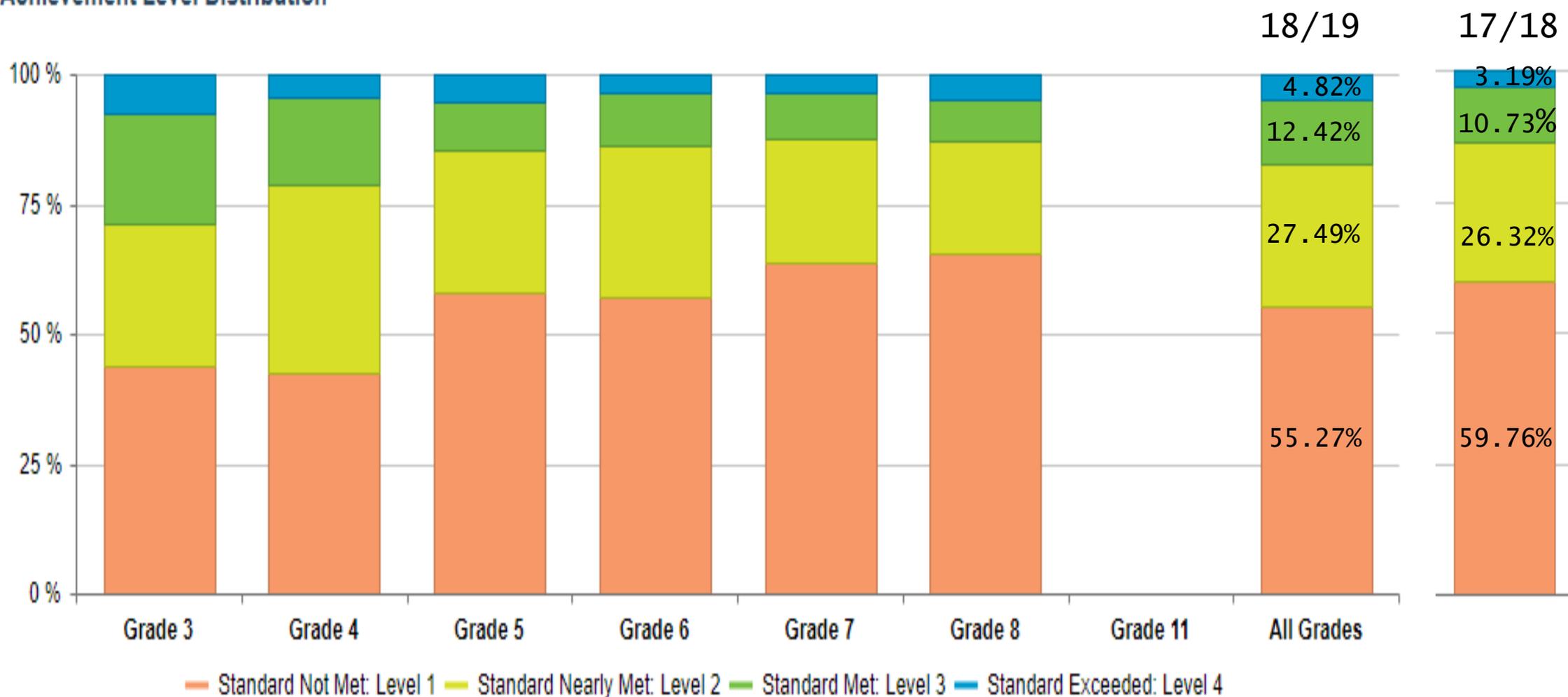
ENGLISH LANGUAGE ARTS/LITERACY

Achievement Level Distribution

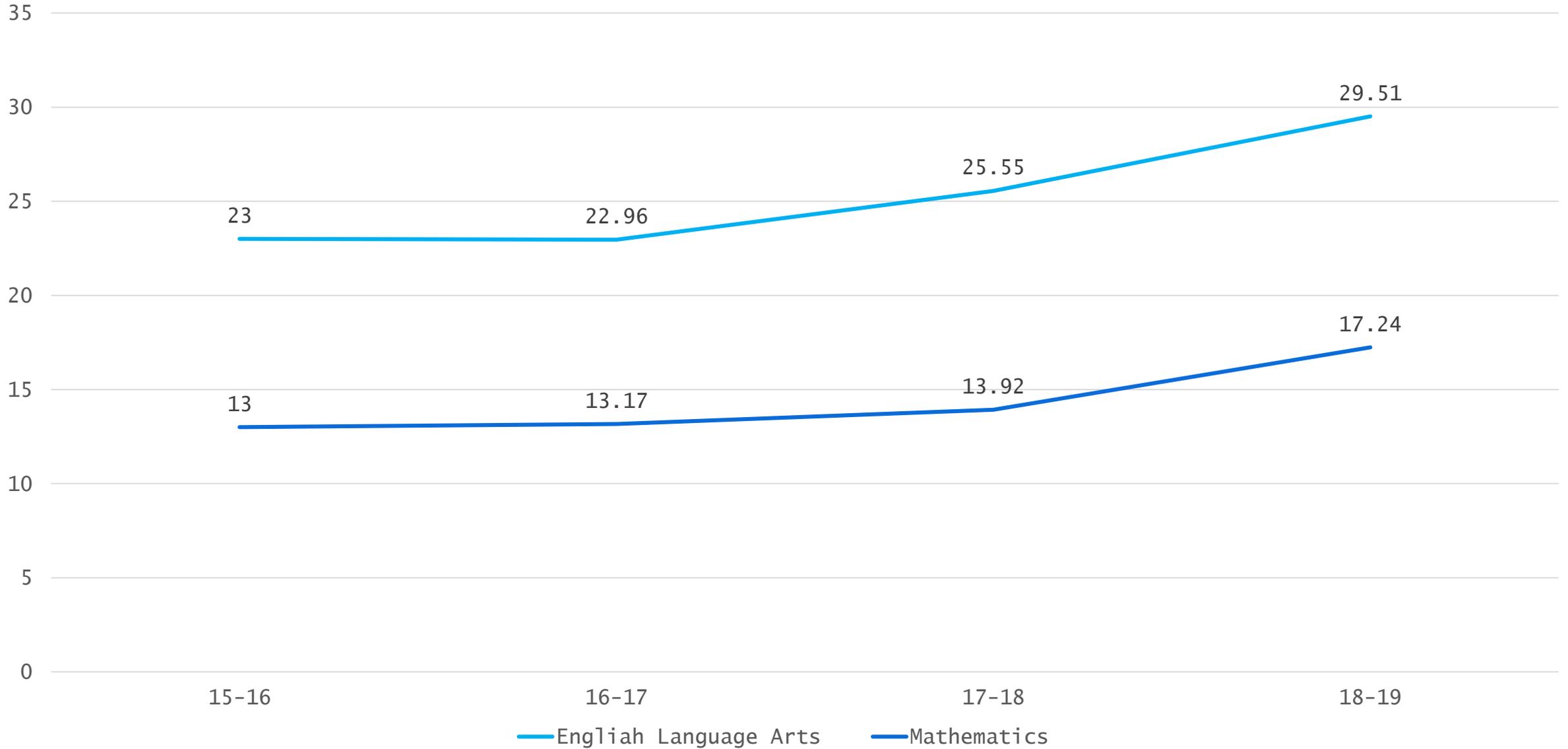


MATHEMATICS

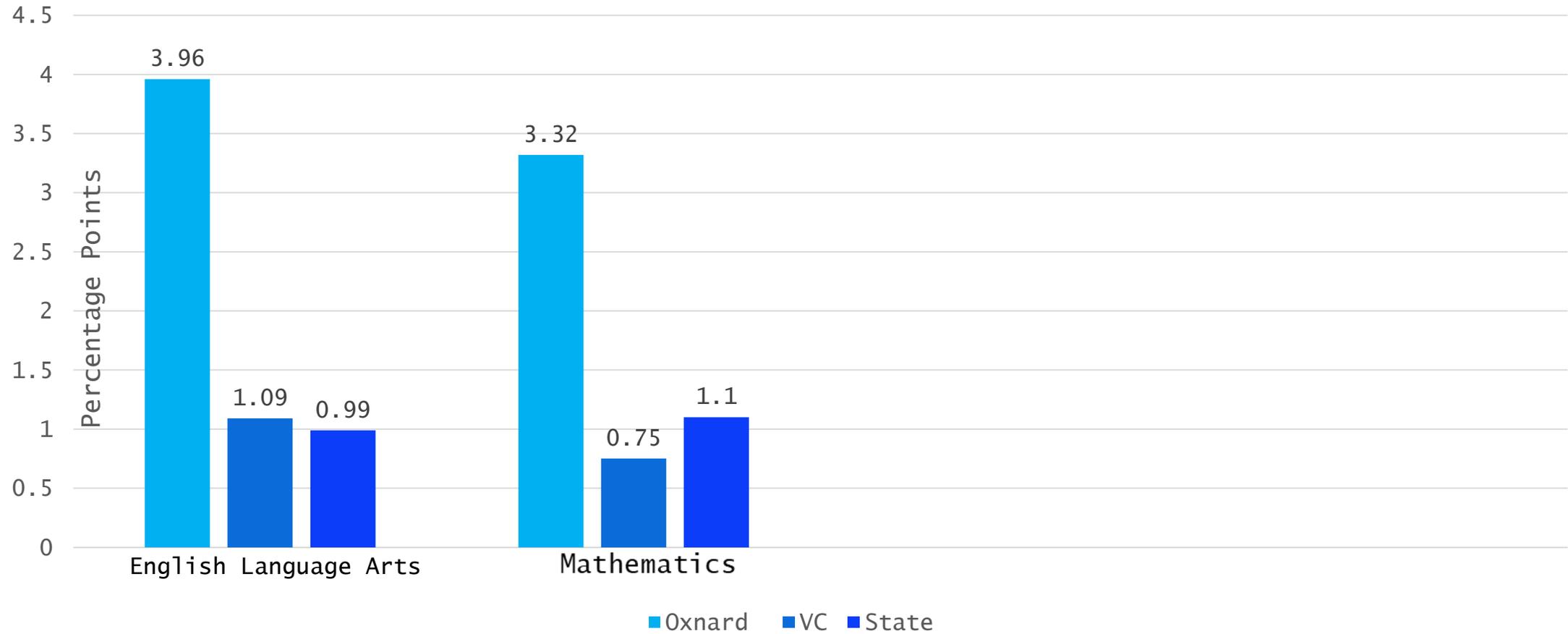
Achievement Level Distribution



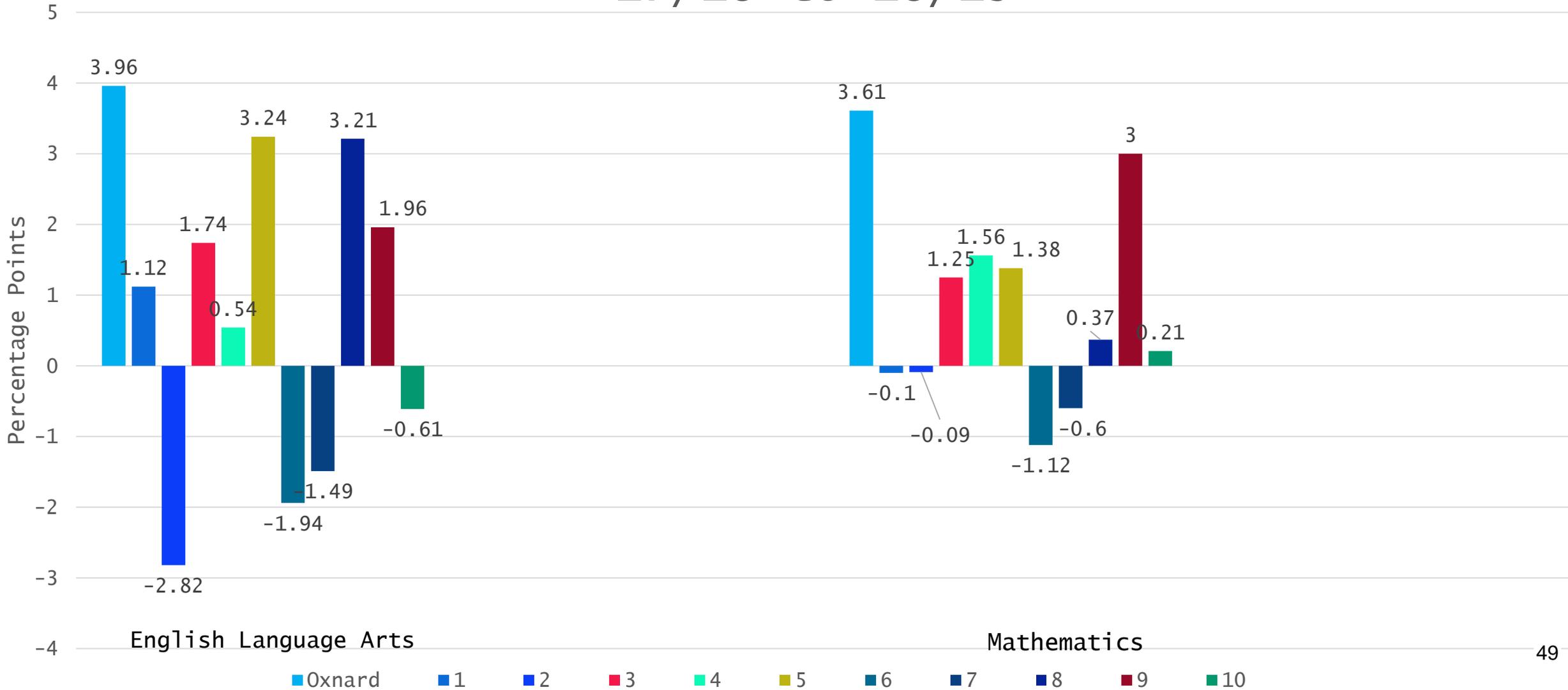
Percent of Students Met and Exceeded Standards



Growth Comparison OSD-VC-CA

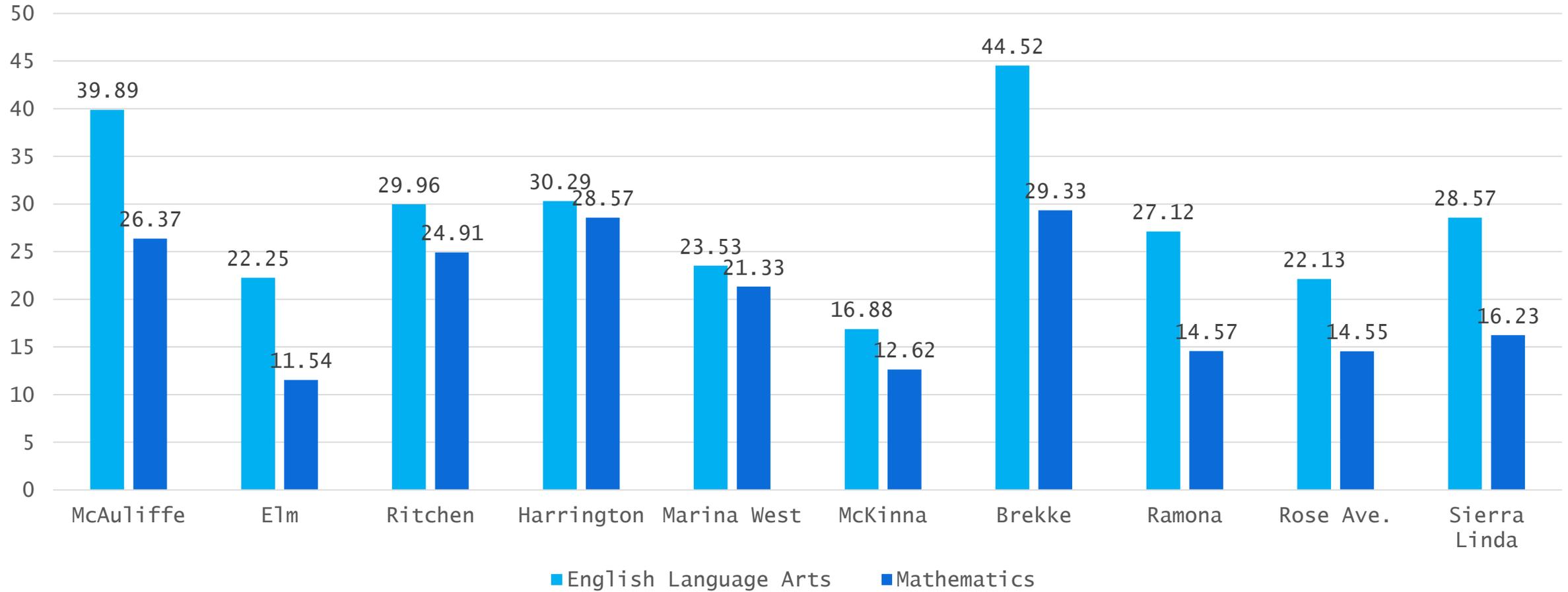


VC District Growth of Students M/E on CAASPP 17/18 to 18/19

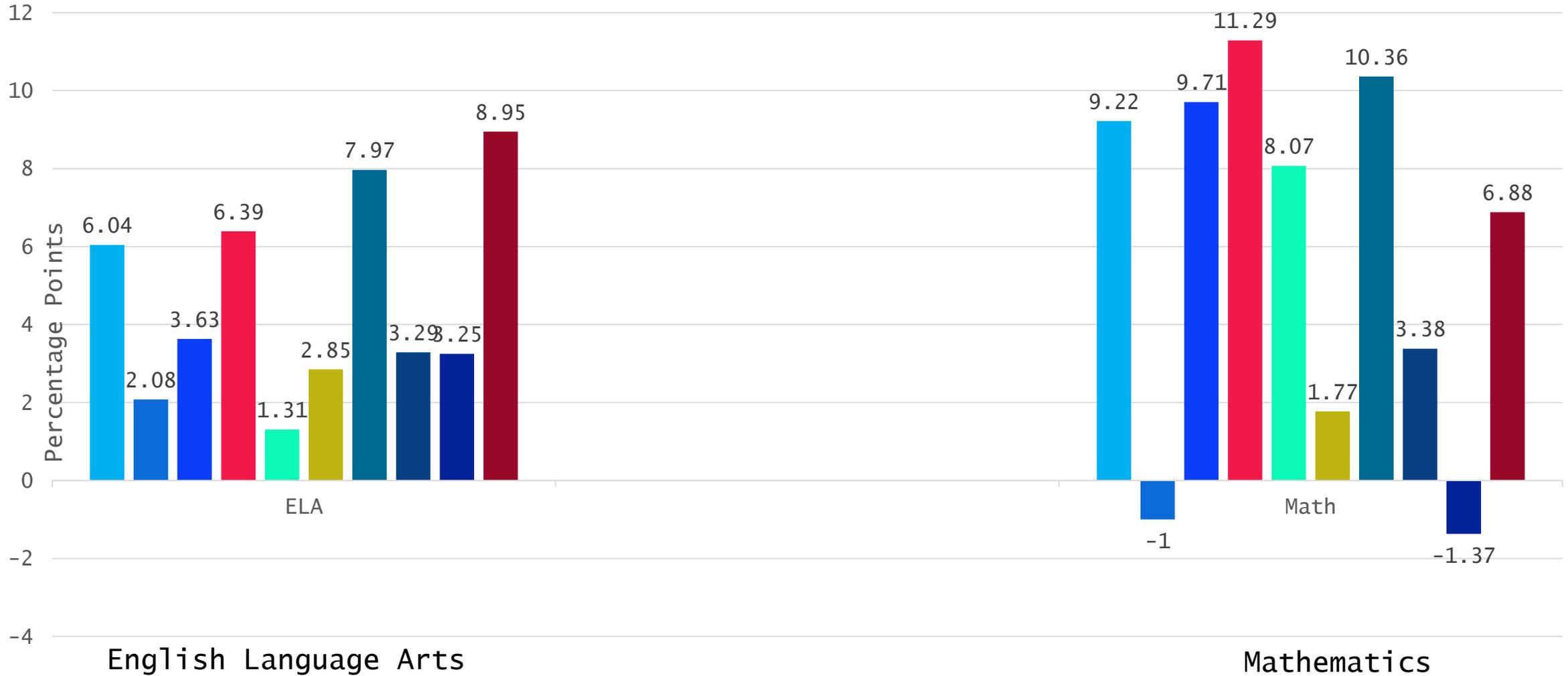


K-5 Schools

Percent of Students Met and Exceeded



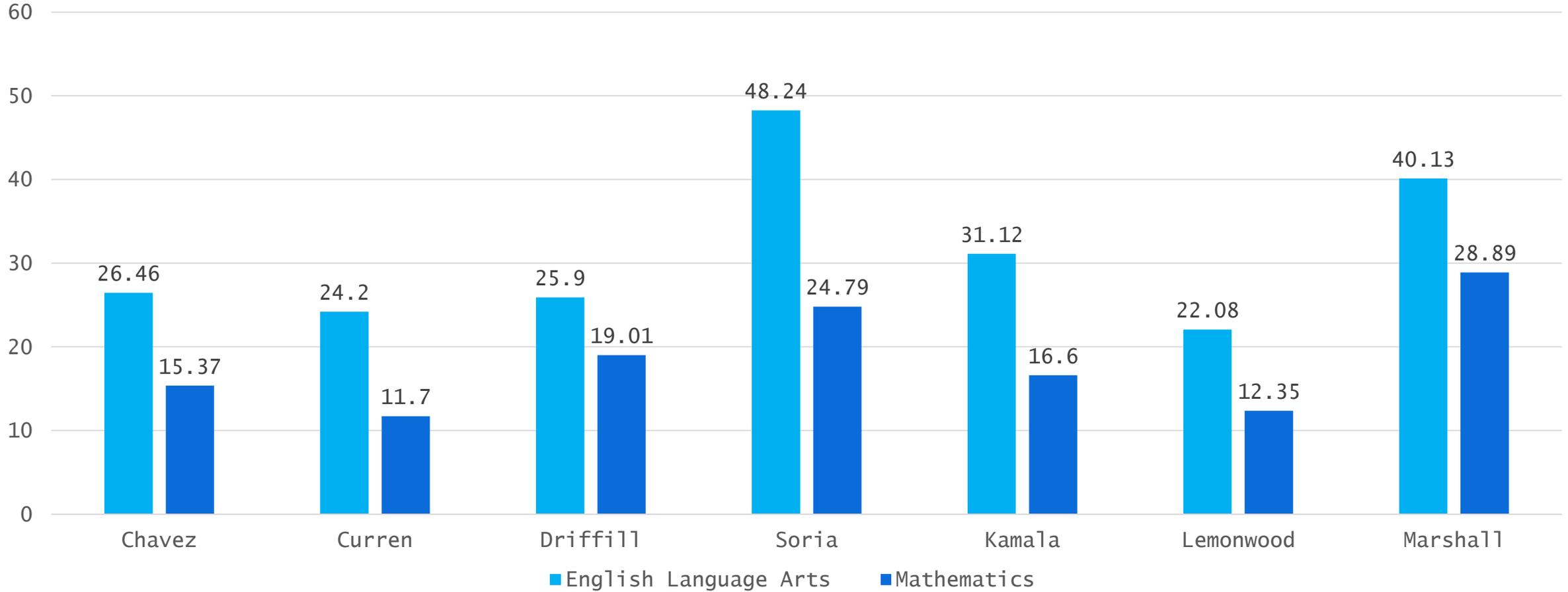
K-5 Growth 17/18-18/19



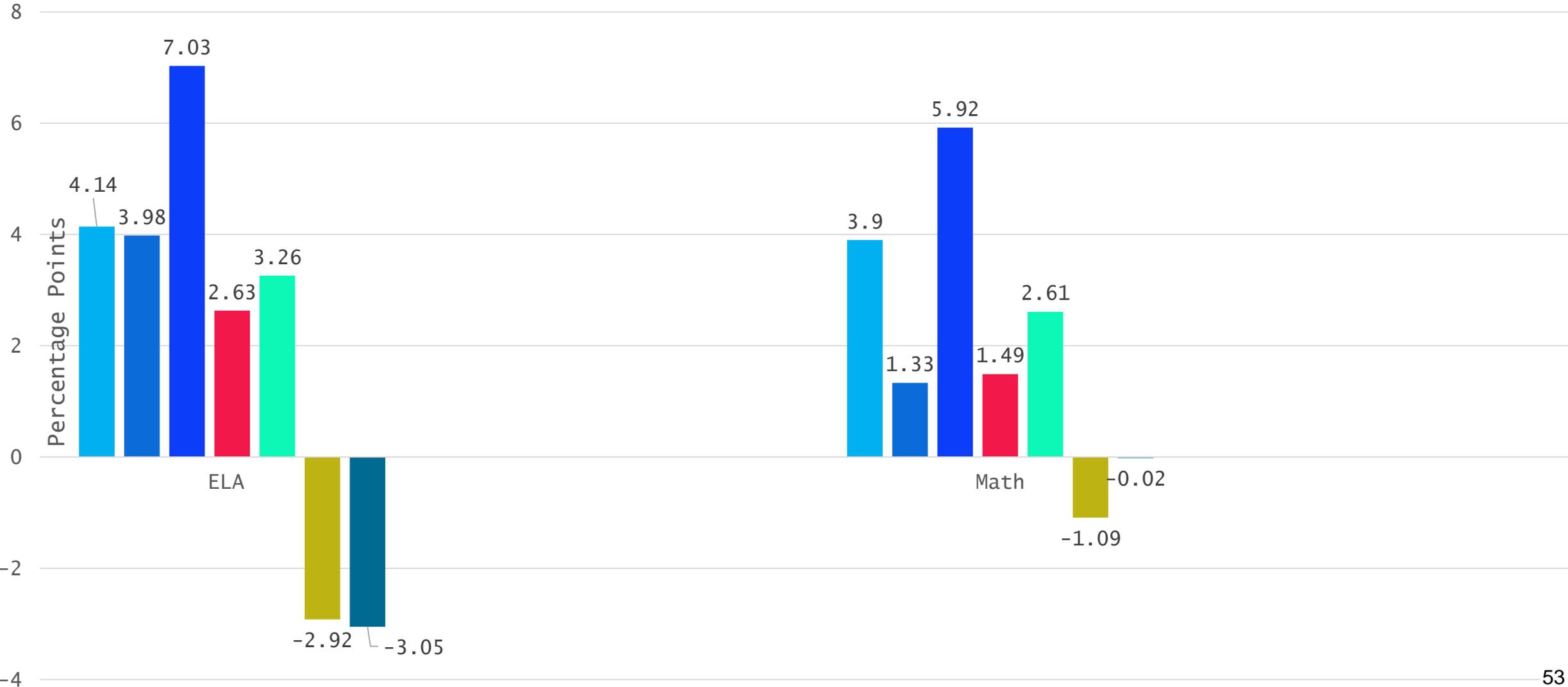
■ McAuliffe
 ■ Elm
 ■ Ritchen
 ■ Harrington
 ■ MW
 ■ McKinna
 ■ Brekke
 ■ Ramona
 ■ RA
 ■ SL

K-8 Schools

Percent of Students that Met and Exceeded Standards



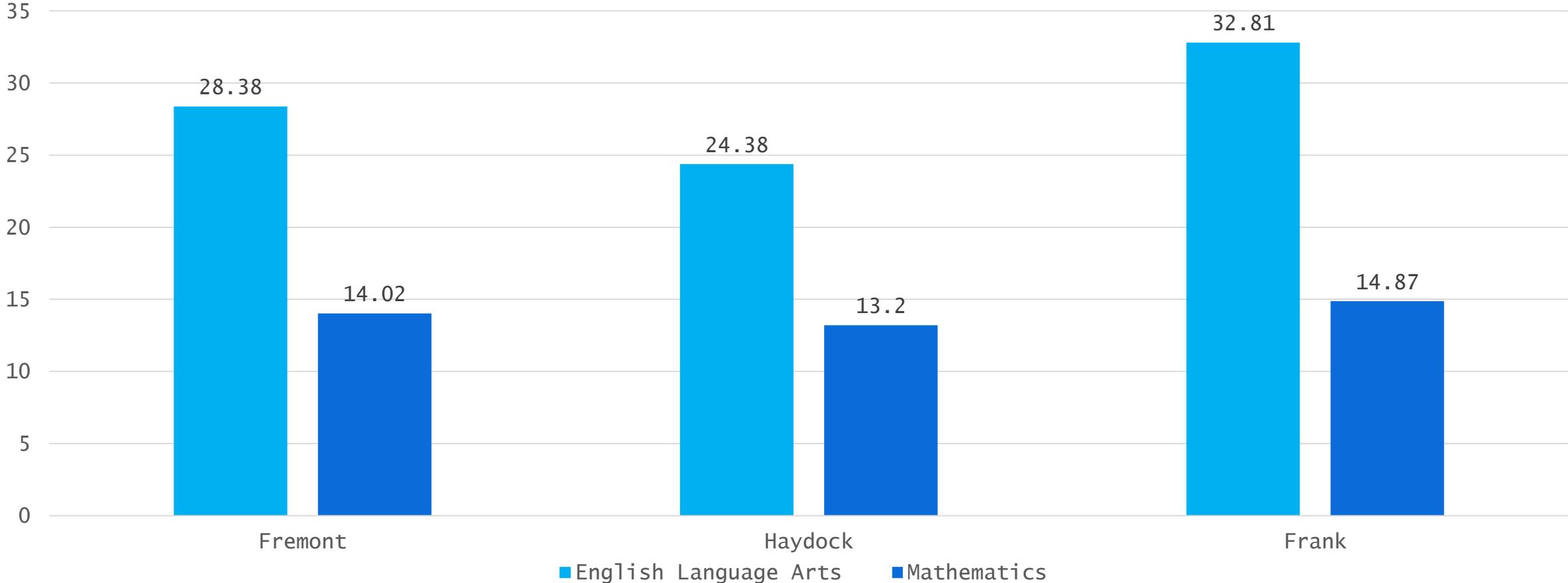
K-8 Growth 17/18 – 18/19



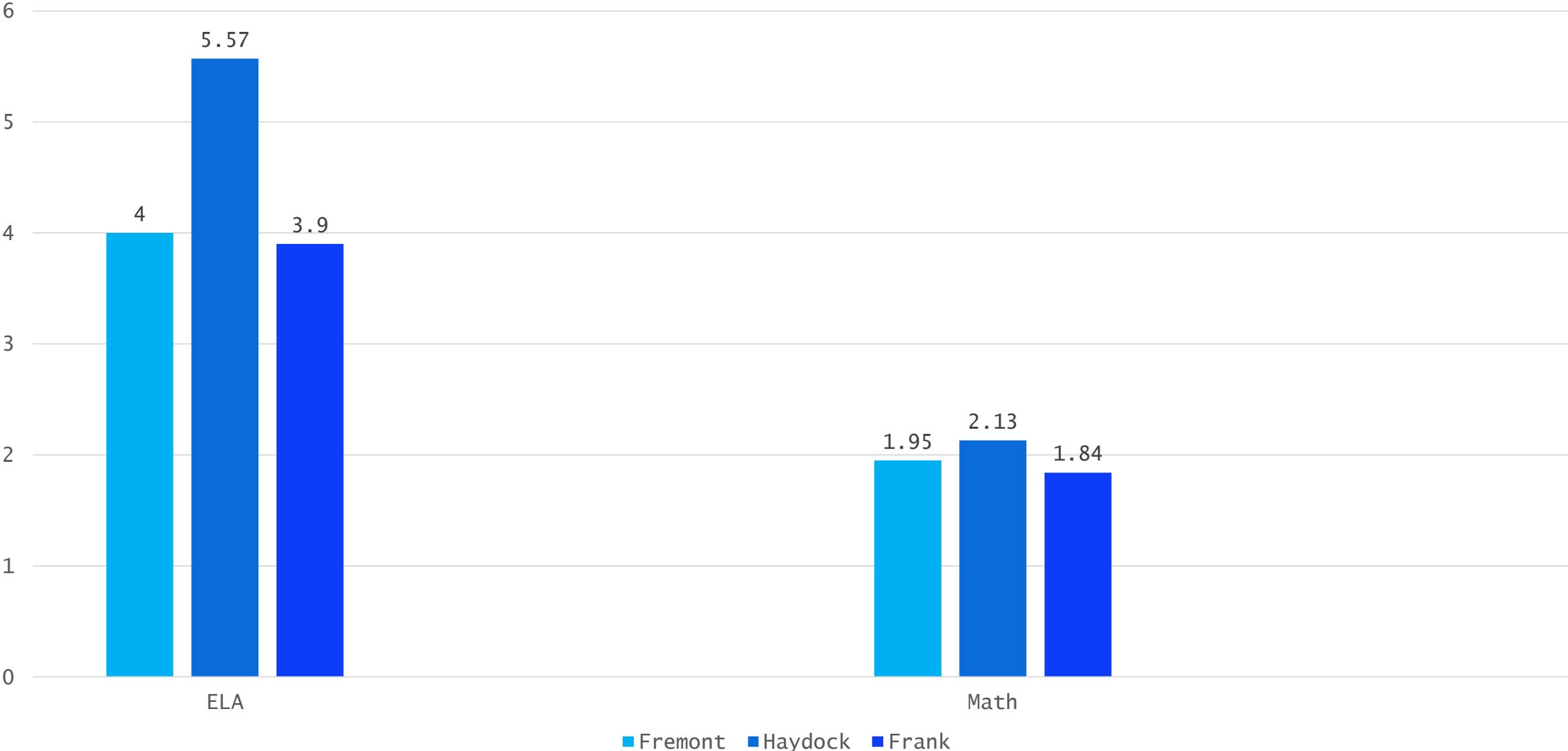
■ Chavez ■ Curren ■ Driffill ■ Soria ■ Kamala ■ LW ■ Marshall

Middle Schools

Percent of Students that Met or Exceeded Standards

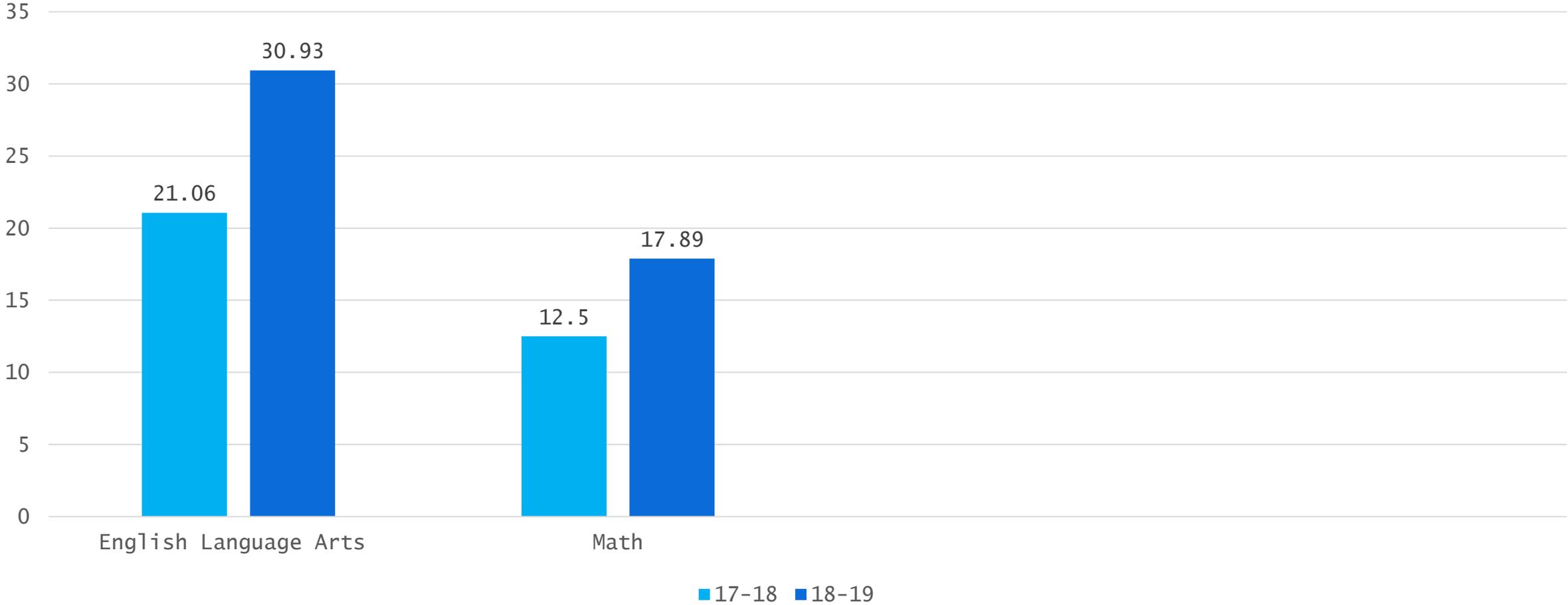


Middle School Growth 17/18-18/19



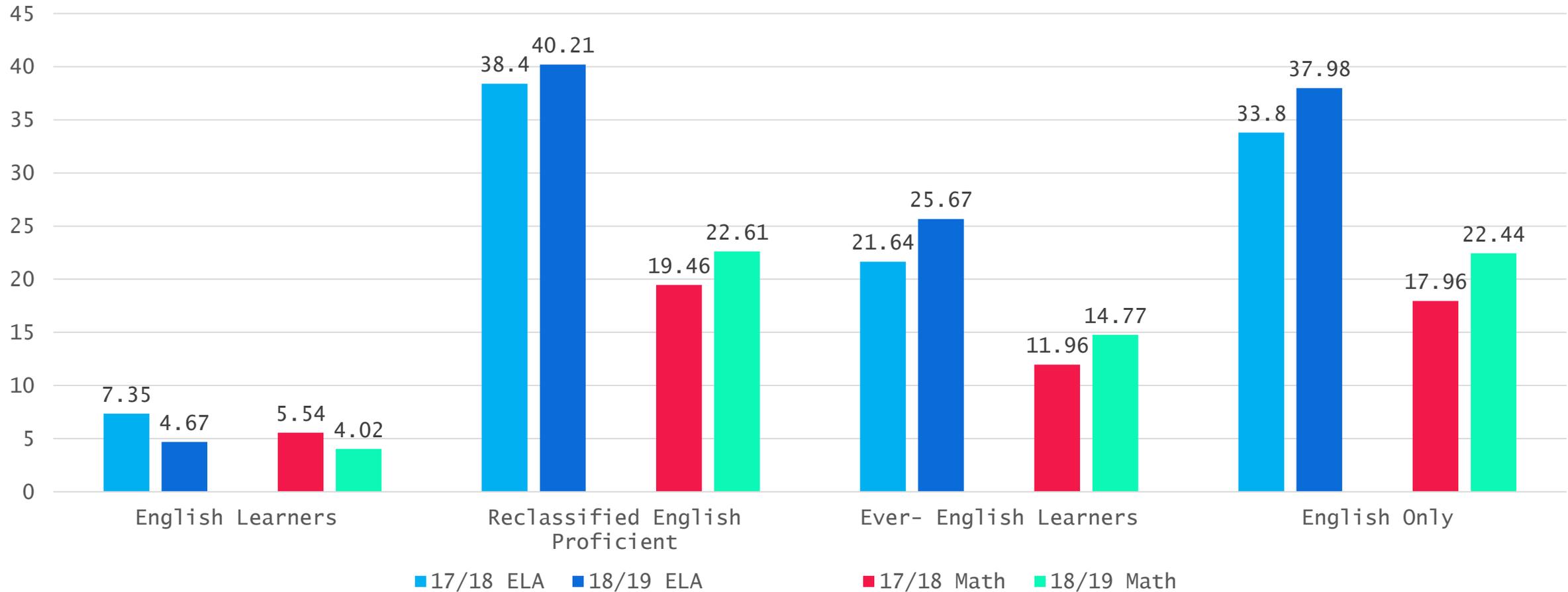
African American Students

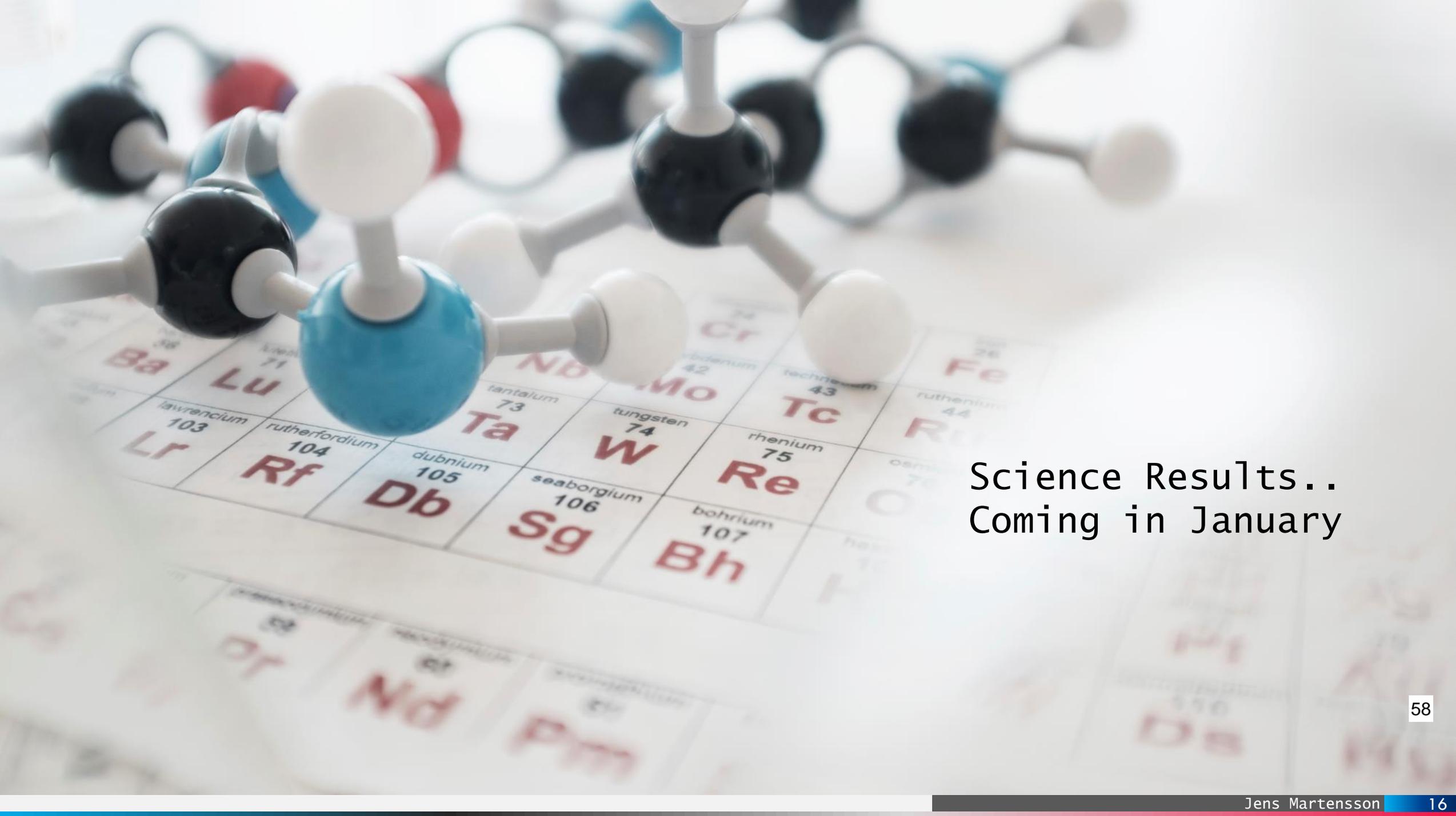
Percent Met and/Exceeded



English Language Fluency 17/18 and 18/19

Percent of Students that Met or Exceeded Standards



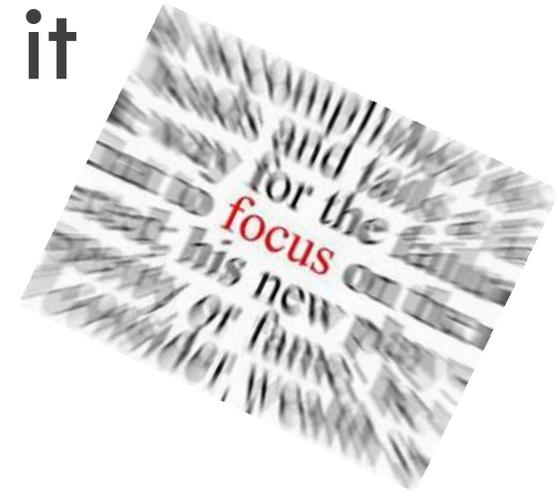


Science Results..
Coming in January

Spanish Standards Test Spring 2020



If you can articulate it, you can replicate it



- Focus on Standards based instruction
- Implementation of Interim Assessment Blocks from Smarter Balanced
- Improved knowledge and implementation of Professional Learning Communities and collaboration
- Leadership Focus on monitoring teaching and learning

Plan for 2019-2020

- Continue to support systems of collaboration district wide
- Focus on evidence based first instruction
- Deepen understanding of standards and rigor
- Strengthen Leadership network among site leaders
- Support continued work with Professional Learning Communities Collaboration





Thank You

Dr. Anaboluena DeGenna

Mrs. Anna Thomas



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 23, 2019

Agenda Section: Section A: Report

Report on California Dashboard Local Indicators (DeGenna)

California Department of Education (CDE) continues to use a method of progress monitoring to determine student, school, and district progress on the eight state priority measures. Several of the priorities are measured by the results of data gathered directly by the state (CAASPP data, Attendance Reporting, Suspension/Expulsion reports). Progress is coded as MET or NOT MET for each indicator. For each indicator, the LEA must identify the tools that will be used to evaluate progress on the indicator, implement and evaluate progress based on those tools, and report to the Governing Board. If these steps are met, the indicator is coded as met.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees receive the presentation as outlined above.

ADDITIONAL MATERIALS:

Attached: [California Dashboard Local Indicators](#)

Oxnard School District

California Dashboard Local Indicators

October 23, 2019

California Dashboard Indicators

Priority 1: Basic Services and Conditions at schools	N/A	Text books availability, adequate facilities, and correctly assigned teachers.
Priority 2: Implementation of State Academic Standards	N/A	Annually report on progress in implementing the standards for all content areas.
Priority 3: Parent Engagement	N/A	Annually report progress toward: (1) seeking input from parents/guardians in decision making; and (2) promoting parental participation in programs.
Priority 4: Student Achievement	<ul style="list-style-type: none"> ▪ Academic Performance (Grades 3–8 and Grade 11) ▪ English Learner Progress 	N/A
Priority 5: Student Engagement	<ul style="list-style-type: none"> ▪ Graduation Rate ▪ Chronic Absenteeism 	N/A
Priority 6: School Climate	Suspension Rate	Administer a Local Climate Survey every other year.
Priority 7: Access to a Broad Course of Study	N/A	Annually report progress on the extent students have access to, and are enrolled in, a broad course of study.
Priority 8: Outcomes in a Broad Course of Study	College/Career	N/A
Priority 9: (COEs Only) Coordination of Services for Expelled Students	N/A	Annual measure of progress in coordinating instruction for expelled students.
Priority 10: (COEs Only) Coordination of Services for Foster Youth	N/A	Annual measure of progress in coordinating instruction for foster youth.

Local Indicators

- The California Department of Education (CDE) continues to use a method of progress monitoring to determine student, school, and district progress on the eight state priority measures.
- Several of the priorities are measured by the results of data gathered directly by the state (CAASPP data, Attendance Reporting, Suspension/Expulsion reports).
- This year there are five local indicators which will be reported by the LEA and included in the Dashboard when it is released.
- Progress is coded as MET or NOT MET for each indicator. For each indicator, the LEA must identify the tools that will be used to evaluate progress on the indicator, implement and evaluate progress based on those tools, and report to the Governing Board. If these steps are met, the indicator is coded as met

Local Indicators

1

- Basic Services and Basic Conditions at Schools

2

- Implementation of State Academic Standards

3

- Parental Engagement

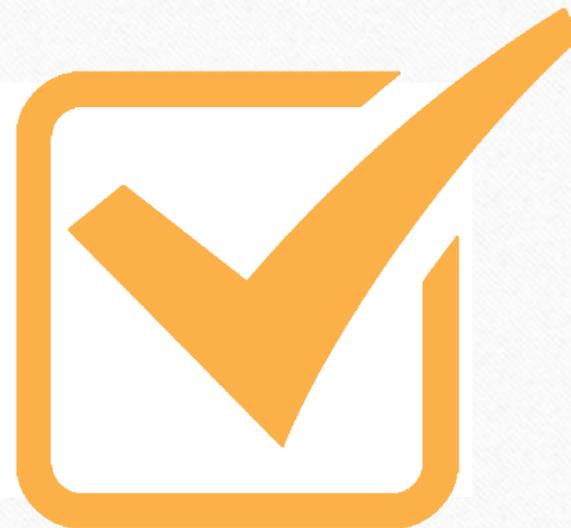
Local Indicators

6

- School Climate

7

- Course Access



Priority 1



Basic Services or Basic Conditions

- Appropriately Assigned Teachers
- Access to Curriculum-Aligned Instructional Materials
- Safe, Clean and Functional School Facilities
- This priority will be coded as MET

Priority 2



Implementation of State Academic Standards

- Annual Measure of Progress implementing state academic standards
 - English Language Arts CCSS
 - English Language Development
 - Mathematics CCSS
 - NGSS
 - History/ Social Science

Priority 2



Implementation of State Academic Standards

- Progress in providing professional learning for teaching recently adopted academic standards and/or curriculum frameworks
 - English Language Arts CCSS
 - English Language Development
 - Mathematics CCSS
 - NGSS
 - History/ Social Science

Priority 2



Implementation of State Academic Standards

- Progress of standards aligned instructional materials
 - English Language Arts CCSS
 - English Language Development
 - Mathematics CCSS
 - NGSS
 - History/ Social Science

Priority 2



Implementation of State Academic Standards

- Implementation of Policies or Programs to Support Staff in improving Instruction
 - English Language Arts CCSS
 - English Language Development
 - Mathematics CCSS
 - NGSS
 - History/ Social Science

Priority 2



Implementation of State Academic Standards

- Implementation of State Board Academic Standards
 - Career Technical Education
 - Health Education Content Standards
 - Physical Education
 - Visual Performing Arts
 - World Language

Priority 2



Implementation of State Academic Standards

- Success at engaging teachers and school administrators in
 - Identifying professional learning needs of groups of teachers or staff as a whole
 - Identifying professional learning needs of individual teachers
 - Provide support to teachers on standards they have not yet mastered
- Priority 2 will be coded as MET

Priority 3



Parent Engagement

- Measure Progress in:
 - Building Relationships
 - Seeking input from parents in decision making
 - Building partnerships for student outcomes
- Priority 3 will be coded as MET

Priority 6



School Climate

- Administer Local Climate Survey
 - Perception of school safety and connectedness
 - California Healthy Kids Survey
- Priority 6 will be coded as MET

Priority 7



Access to Broad Course of Study

- In order to address this priority we have done the following:
 - analyzed our master schedules
 - curriculum plans
 - assessment schedules
 - observation data to determine broad access to all curriculum for all students
- Priority 7 will be coded as MET

Thank You

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 23, 2019

Agenda Section: Section A: Presentation

Presentation on PBIS - Positive Behavior Interventions and Support (DeGenna/Ridge)

The Board of Trustees will receive a presentation on PBIS (Positive Behavior Interventions and Support) at the sites.

FISCAL IMPACT:

None

RECOMMENDATION:

Informational Only

ADDITIONAL MATERIALS:

Attached: [PBIS presentation](#)

Supporting All Student in a Positive and Safe Environment

Chris Ridge

Director of Pupil Services

Oxnard School District

OSD LCAP Goal #2

“The social-emotional, health and well-being needs of students will be met in a learning environment that is safe, drug-free and conducive to learning.”



P ositive

B ehavior

I nterventions &

S upports

OSD PBIS - Cohort Model

Cohort	Schools
Cohort A – 2015 / 2016	Haydock, Lemonwood, Rose Ave
Cohort B – 2016 / 2017	Brekke, Curren , Sierra Linda, Soria
Cohort C – 2017 / 2018	Chavez , Frank , Ramona
Cohort D – 2018 / 2019	Driffill, Elm, Fremont, Harrington, Kamala, Marina West, Marshall, McAuliffe, McKinna, Ritchen

School Site PBIS Committees



Guidelines for Success

Rose Avenue Elementary Guidelines For Success

 Be Kind: and respectful to everyone.

 Be responsible: Take care of and protect school property.

 Be Safe: Running on the grass area only.

 Be your best: Keep Rose Avenue bully free.



Social Skills Curriculum

Problem-Solving Steps



S
Say the problem
without blame

T
Think of solutions
safe and respectful

E
Explore consequences
what could happen if...

P
Pick the best solution
make your plan

committee of children
secondSTEP

secondSTEP

for Early Learning through Grade 8

SKILLS FOR SOCIAL AND ACADEMIC SUCCESS

SAMPLE LESSONS, VIDEOS, AND MORE! >>



Disappointed

Surprised

Worried

Excited

How to Calm Down



Stop— use your signal

Name your feeling

Calm down:
breathe
count
use positive self-talk

secondSTEP

Restorative Practices

Traditional vs. Restorative	
School rules are broken.	People and relationships are harmed.
Justice focuses on establishing guilt.	Justice identifies needs and responsibility.
Accountability = punishment.	Accountability = understanding impact and repairing harm.
Justice directed at the offender – the victim is ignored.	Offender, victim and school all have direct roles in the justice.
Rules and intent outweigh whether outcome is positive or negative.	Offender is responsible for harmful behavior, repairing harm and working towards positive outcomes.
Limited opportunity for expressing remorse or making amends.	Opportunity given to make amends and express remorse.

Community Circles



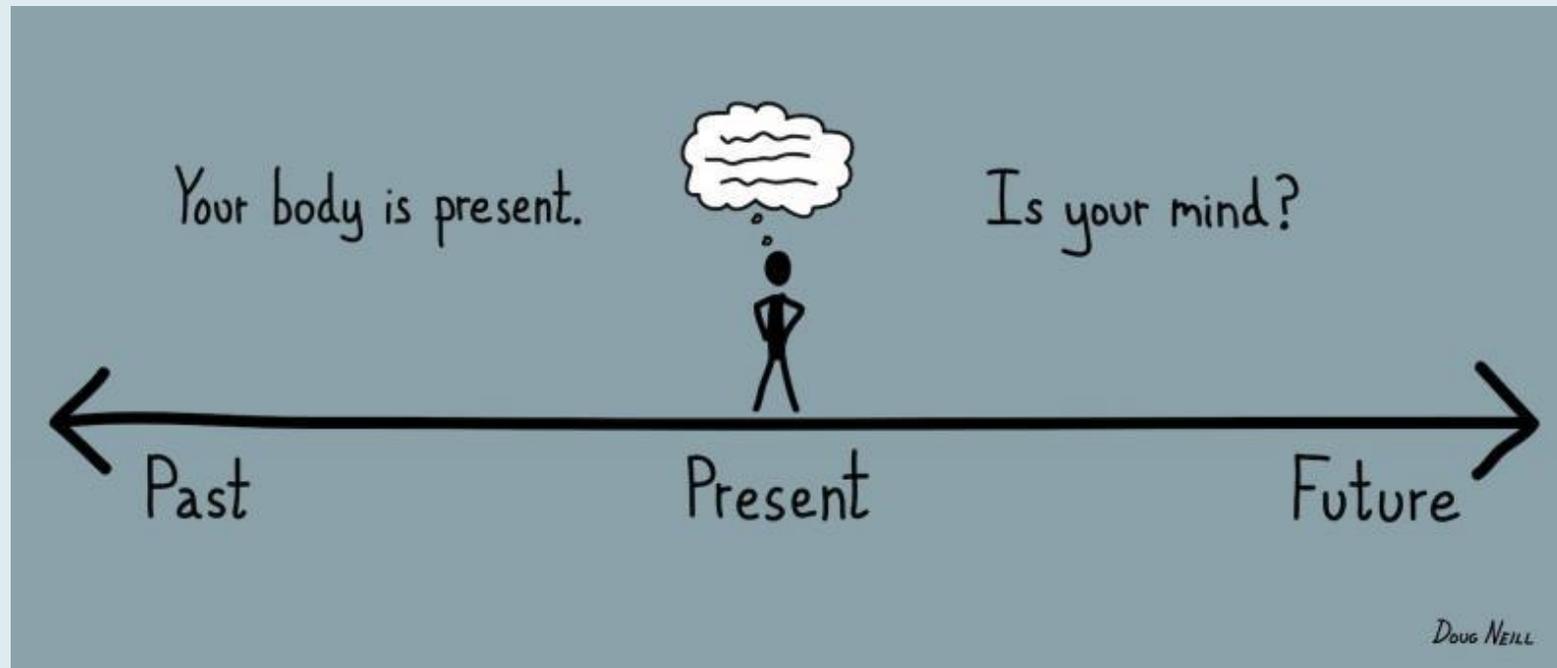
Mindfulness

Mindfulness is the basic human ability to be fully present, aware of where we are and what we're doing, and not overly reactive or overwhelmed by what's going on around us.



Mindfulness Research

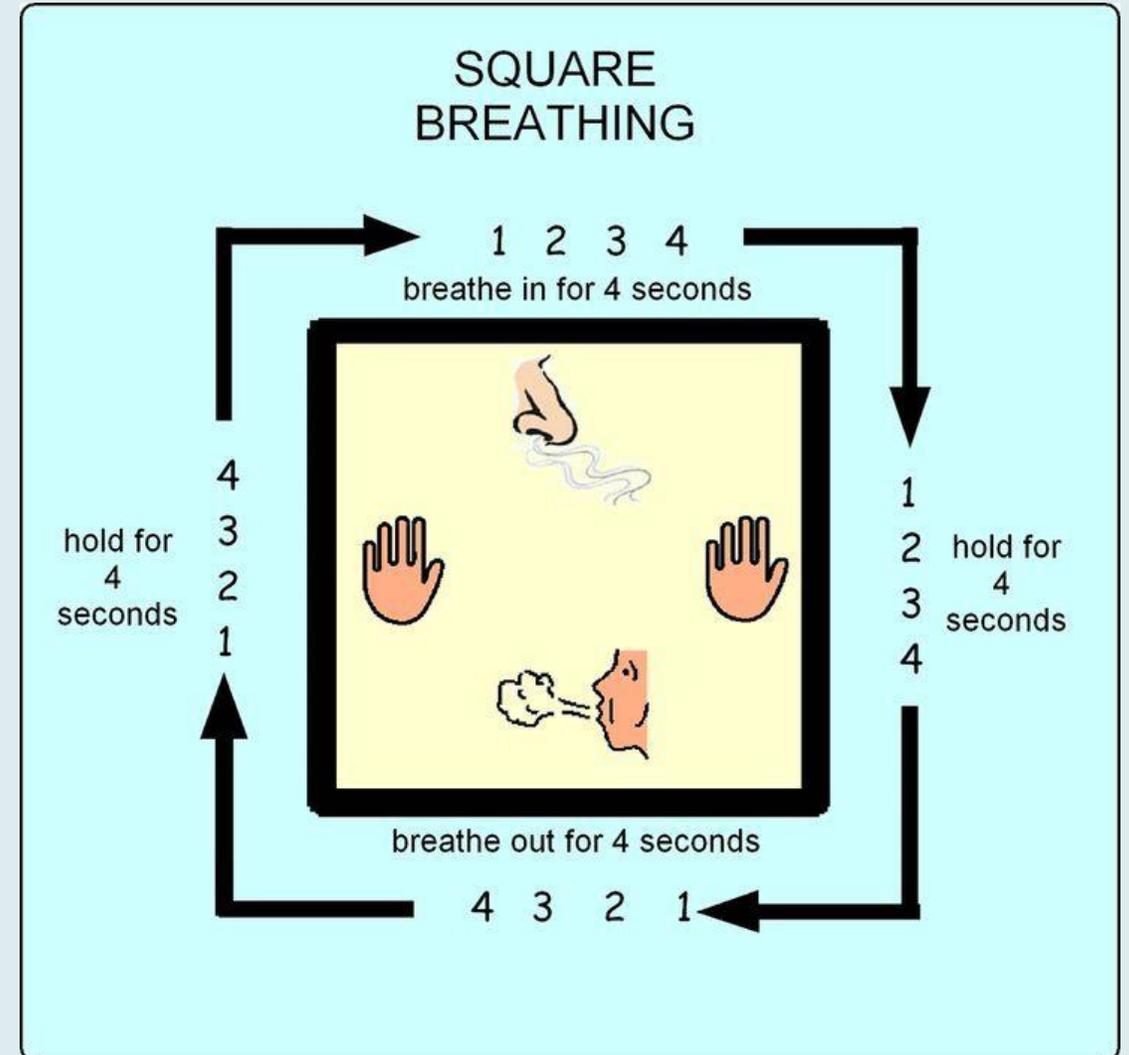
- Decreased stress and anxiety
- Increased attention and cognition
- Protection against bullying and depression



Examples of Mindfulness

Breath meditation

- Blowing bubble or a pinwheel
- Belly breathing
- Square breathing
- Humming Bee breath



Examples of Mindfulness

Somatic practices

- Body scan
- Yoga
- Sensory path
- Jenga or coloring



LISTEN TO YOUR BODY TALK! TRY A BODY SCAN!



1. Focus your attention one-by-one on your toes, fingers, and every place in-between.
2. Notice any feelings of tension or discomfort. Imagine each area softening and relaxing.
3. If a thought or emotion arises, notice it without judging, then let it go.
4. Breathe. Relax.

DE STRESS
MONDAY *Happy New Week!*

Examples of Mindfulness

Listening exercise

- Singing bowl
- Bell / chime
- Drum circle



Emotional Regulation



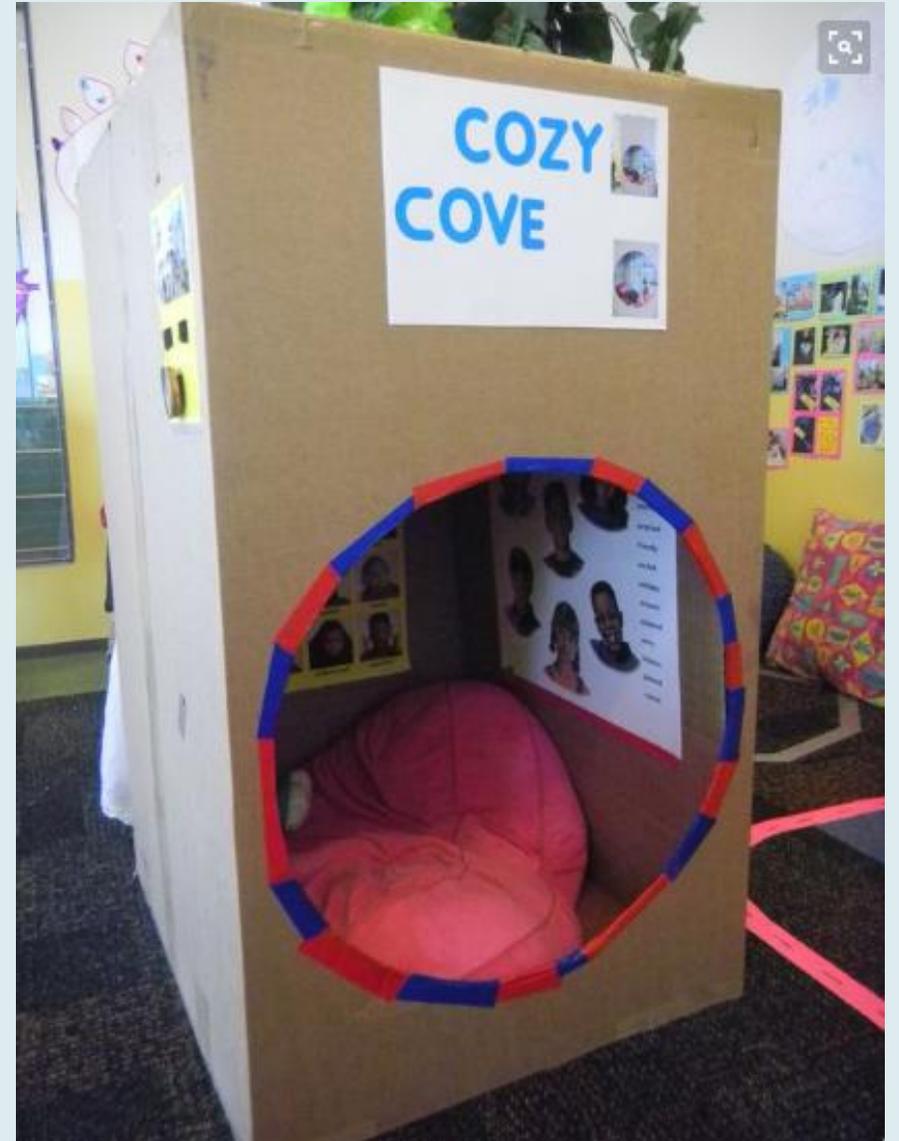
Teaching Emotional Regulation

“Name it to tame it”



Teaching Emotional Regulation

Calming Corner or Break Time



Teaching Emotional Regulation

Zones of Regulation

What zone am I in?



sad 	tired 
sick 	bored 

calm 	ready to learn 
happy 	okay 

silly or wiggly 	frustrated 
hyper 	upset 

mad 	angry 
yelling 	hitting 

Use tools to get in the green zone.

drink water 	count to 10 	take deep breaths 	tense and release 	do wall push ups 	use fidgets 	draw 	write 	talk to an adult 
ask to take a break 	self talk 	ask to take a walk 	volcano breaths 	do stretches 	listen to music 	lift something heavy 	ask to eat a snack 	think calm pace 

OCTOBER

**NATIONAL
BULLYING
PREVENTION
MONTH**

Anti-Bullying – October 2019

- Assemblies and Presentations
- Kindness week
- Unity and Spirit day
- Students vs. staff sports
- “Sprinkling Happiness”
- Lunchtime activities (games, music, contests)
- Cyber-bullying presentations



Bullying



Oxnard School District

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648
www.oxnardsd.org

BULLYING, CYBERBULLYING, DISCRIMINATION, SEXUAL HARASSMENT, RETALIATION OR HATE-MOTIVATED INCIDENT/CRIME REPORT

This form is to be used in reporting student concerns per Oxnard School District Board Policy 5131.2 (Bullying) and Board Policy/Administrative Regulation 5145.7 (Sexual Harassment).

Person Completing this Form (Note: Reports may be made anonymously, but no disciplinary action will be taken against an alleged aggressor solely on the basis of an anonymous report.)

Name: _____

Address: _____ City: _____ Zip: _____

Cell: _____ Home/Work: _____

Email: _____

Check one: Target of behavior Reporter (not the target) Witness

Check one: Student (specify) School Attending: _____ Grade: _____

Parent Staff Member (specify) Title/Site: _____

Other (specify): _____

Information About the Incident

Name of Target(s): _____

Name of Aggressor(s): _____

Date(s) of Incident(s): _____

Time When Incident(s) Occurred: _____

Location of Incident(s) (as specific as possible): _____

If Cyberbullying, what is the point of origin?: _____



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REPORTING FORM FOR STUDENTS

What happened?

Who was involved (including witnesses)?

When did it happen (date/time)?

Where did it happen? _____

1. Did the behavior hurt someone? Yes No
2. Did the behavior happen over and over? Yes No

Your Name _____ Teacher _____

FOR STAFF USE ONLY

Report Submitted to _____ Date _____

Disposition: Teacher conference Referral to school counselor Teacher discipline

Parent contact Allegation unfounded Referral to office

Threat Assessment

Threat Assessment Team

- School Administrator
- Police
- Counselor

Threat Assessment Protocol

1. Threat Report
2. Interview Findings
3. Analysis of Findings
4. Determination of Threat Level
5. Response Plan
6. Response Report

Threat Assessment



Developmental Assets

EXTERNAL ASSETS



Support



Empowerment



Boundaries &
Expectations



Contructive Use of Time

INTERNAL ASSETS



Commitment to Learning



Positive Values



Social Competencies



Positive Identity



OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Consent Agenda

Actuarial Study of Retiree Health Liabilities (Penanhoat/Crandall Plasencia)

Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

FISCAL IMPACT:

None.

RECOMMENDATION:

None - Information only.

ADDITIONAL MATERIALS:

Attached: [Actuarial Study of Retiree Health Liabilities \(31 pages\)](#)

Oxnard School District
Actuarial Study of
Retiree Health Liabilities Under GASB 74/75
Valuation Date: June 30, 2019
Measurement Date: June 30, 2019

Prepared by:
Total Compensation Systems, Inc.

Date: October 1, 2019

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**Oxnard School District
Actuarial Study of Retiree Health Liabilities**

PART I: EXECUTIVE SUMMARY

A. Introduction

Oxnard School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of June 30, 2019 (the measurement date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2019. If the report will first be used for a different fiscal year, the numbers may need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Oxnard SD to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Oxnard SD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 74 and 75 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 74 and 75, Oxnard SD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 74 and 75 compliance.

This actuarial report includes several estimates for Oxnard SD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Oxnard SD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified, Management and Support Services. We estimated the following:

- the total liability created. (The actuarial present value of projected benefit payments or APVPBP)
- ten years of projected benefit payments.
- the "total OPEB liability (TOL)." (The TOL is the portion of the APVPBP attributable to employees' service prior to the measurement date.)
- the "net OPEB liability" (NOL). For plans funded through a trust, this represents the unfunded portion of the liability.

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- the service cost (SC). This is the value of OPEB benefits earned for one year of service.
- deferred inflows and outflows of resources attributable to the OPEB plan.
- “OPEB expense.” This is the amount recognized in accrual basis financial statements as the current period expense in addition to contributions. The OPEB expense includes service cost, interest and certain changes in the OPEB liability, adjusted to reflect deferred inflows and outflows.
- Amounts to support financial statement Note Disclosures and Required Supplementary Information (RSI) schedules.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Service costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

B. General Findings

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning July 1, 2019 to be \$4,400,693 (see Section IV.A.). The “pay-as-you-go” cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning July 1, 2019 (the service cost) is \$3,837,913. This service cost would increase each year based on covered payroll. Had Oxnard SD begun accruing retiree health benefits when each current employee and retiree was hired, a liability would have accumulated. We estimate the amount that would have accumulated to be \$81,160,496. This amount is called the "Total OPEB Liability" (TOL). Oxnard SD has set aside funds to cover retiree health liabilities in a GASB 75 qualifying trust. The Fiduciary Net Position of this trust at June 30, 2019 was \$9,903,216. This leaves a Net OPEB Liability (NOL) of \$71,257,280.

Based on the information we were provided, the OPEB Expense for the fiscal year ending June 30, 2019 is \$6,387,843.

We based all of the above estimates on participants as of July, 2019. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

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C. Description of Retiree Benefits

Following is a description of the retiree benefit plan that applies to those hired prior to January 1, 2012. Those hired on or after January 1, 2012 have no entitlement to retiree health benefits.

	<u>OEA</u>	<u>CSEA</u>	<u>Management</u>	<u>OSSA</u>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 69	To age 65 ⁽¹⁾	To age 69	To age 65 ⁽¹⁾
Required Service	8 years ⁽²⁾	15 years ⁽³⁾	8 years ⁽²⁾	8 years ⁽²⁾
Minimum Age	55	55	55	55
Dependent Coverage	No ⁽⁴⁾	Yes	Yes	No ⁽⁴⁾
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement ⁽⁵⁾	None	None

⁽¹⁾To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

⁽²⁾This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

⁽³⁾For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

⁽⁴⁾Contract language allows “employee-only” premium. District currently pays a composite rate that includes dependents.

⁽⁵⁾Affects CSEA members who were employed on or after 8/1/05.

D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD’s practices, it is possible that Oxnard SD is already complying with some or all of our recommendations.

- We recommend that Oxnard SD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a

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designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Oxnard SD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

E. Certification

The actuarial information in this report is intended solely to assist Oxnard SD in complying with Governmental Accounting Standards Board Accounting Statements 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Oxnard SD. Release of this report may be subject to provisions of the Agreement between Oxnard SD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2018 to June 30, 2019, using a measurement date of June 30, 2019. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Oxnard SD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. Information we relied on is listed in Appendix A.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations.

This report contains estimates of the Plan's financial condition only as of a single date. It cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

Total Compensation Systems, Inc.

The signing actuary is independent of Oxnard SD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I am a member of the American Academy of Actuaries and meet the Qualification Standards to render this actuarial opinion.

Respectfully submitted,



Geoffrey L. Kischuk, FSA, MAAA, FCA
Consultant
Total Compensation Systems, Inc.
(805) 496-1700

PART II: BACKGROUND

A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”),

B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under this method, there are two components of actuarial cost – a “service cost” (SC) and the “Total OPEB Liability” (TOL). GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. Under the entry age actuarial cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the service cost. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

The service cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the real rate of return expected for plan assets plus long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The total OPEB liability (TOL) can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses can be deferred five years
- Experience gains and losses can be deferred over the expected average remaining service lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions for the factors discussed in the above Section that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate factors based on the participant's age, sex, length of service, and employee classification.

We summarized actuarial assumptions used for this study in Appendix C.

B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We discounted the expected cost for each year to the measurement date June 30, 2019 at 3.5% interest. Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the actuarial present value of projected benefit payments (APVPBP) for each participant to get the total APVPBP for all participants. The APVPBP is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2019 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age.

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Actuarial Present Value of Projected Benefit Payments at June 30, 2019

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Active: Pre-65	\$72,601,079	\$52,050,592	\$15,659,765	\$3,514,089	\$1,376,633
Post-65	\$31,306,008	\$24,360,083	\$4,740,418	\$1,838,250	\$367,257
Subtotal	\$103,907,087	\$76,410,675	\$20,400,183	\$5,352,339	\$1,743,890
Retiree: Pre-65	\$7,586,255	\$3,279,622	\$4,053,561	\$114,701	\$138,371
Post-65	\$9,554,117	\$6,214,479	\$2,778,786	\$293,004	\$267,848
Subtotal	\$17,140,372	\$9,494,101	\$6,832,347	\$407,705	\$406,219
Grand Total	\$121,047,459	\$85,904,776	\$27,232,530	\$5,760,044	\$2,150,109
Subtotal Pre-65	\$80,187,334	\$55,330,214	\$19,713,326	\$3,628,790	\$1,515,004
Subtotal Post-65	\$40,860,125	\$30,574,562	\$7,519,204	\$2,131,254	\$635,105

The APVPBP should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVPBP is used to develop expense and liability figures. To do so, the APVPBP is divided into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability).

The past service and future service liabilities are each accrued in a different way. We will start with the future service liability which is funded by the service cost.

C. Cost to Prefund Retiree Benefits

1. Service Cost

The average hire age for eligible employees is 29. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 31 years (assuming an average retirement age of 60). We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

Service Cost Year Beginning July 1, 2019

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
# of Employees	683	444	190	37	12
Per Capita Service Cost					
Pre-65 Benefit	N/A	\$4,912	\$2,755	\$3,271	\$4,801
Post-65 Benefit	N/A	\$2,031	\$0	\$1,436	\$0
First Year Service Cost					
Pre-65 Benefit	\$2,883,017	\$2,180,928	\$523,450	\$121,027	\$57,612
Post-65 Benefit	\$954,896	\$901,764	\$0	\$53,132	\$0
Total	\$3,837,913	\$3,082,692	\$523,450	\$174,159	\$57,612

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This service cost would increase each year based on covered payroll.

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2. Total OPEB Liability (TOL) and Net OPEB Liability (NOL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables.

Total OPEB Liability (TOL) and Net OPEB Liability (NOL) as of June 30, 2019

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Active: Pre-65	\$42,783,341	\$28,721,543	\$10,725,661	\$2,550,111	\$786,026
Active: Post-65	\$21,236,783	\$14,714,053	\$4,740,418	\$1,415,055	\$367,257
Subtotal	\$64,020,124	\$43,435,596	\$15,466,079	\$3,965,166	\$1,153,283
Retiree: Pre-65	\$7,586,255	\$3,279,622	\$4,053,561	\$114,701	\$138,371
Retiree: Post-65	\$9,554,117	\$6,214,479	\$2,778,786	\$293,004	\$267,848
Subtotal	\$17,140,372	\$9,494,101	\$6,832,347	\$407,705	\$406,219
Subtotal: Pre-65	\$50,369,596	\$32,001,165	\$14,779,222	\$2,664,812	\$924,397
Subtotal: Post-65	\$30,790,900	\$20,928,532	\$7,519,204	\$1,708,059	\$635,105
Total OPEB Liability (TOL)	\$81,160,496	\$52,929,697	\$22,298,426	\$4,372,871	\$1,559,502
Fiduciary Net Position as of June 30, 2019	\$9,903,216				
Net OPEB Liability (NOL)	\$71,257,280				

The following table shows the reconciliation of the June 30, 2018 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2019 NOL.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
Balance at June 30, 2018	\$89,501,987	\$9,411,417	\$80,090,570
Service Cost	\$4,987,643	\$0	\$4,987,643
Interest on Total OPEB Liability	\$3,428,314	\$0	\$3,428,314
Expected Investment Income	\$0	\$364,036	(\$364,036)
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$4,265,388	(\$4,265,388)
Employer Contributions as Benefit Payments	\$0	\$0	\$0
Actual Benefit Payments from Trust	(\$3,928,421)	(\$3,928,421)	\$0
Actual Benefit Payments from Employer	\$0	\$0	\$0
Expected Minus Actual Benefit Payments*	\$374,367	\$0	\$374,367
Expected Balance at June 30, 2019	\$94,363,890	\$10,112,420	\$84,251,470
Experience Gains/Losses	(\$14,858,061)	\$0	(\$14,858,061)
Changes in Assumptions	\$1,654,667	\$0	\$1,654,667
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/Losses	\$0	(\$209,205)	\$209,205
Other	\$0	\$0	\$0
Net Change during 2018-19	(\$8,341,491)	\$491,798	(\$8,833,289)
Actual Balance at June 30, 2019**	\$81,160,496	\$9,903,215	\$71,257,281

* Deferrable as an Experience Gain or Loss.

** May include a slight rounding error.

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3. OPEB Expense

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Oxnard SD is shown in Appendix F. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2019

	<i>Beginning Balance</i>	<i>Newly Created</i>	<i>Recognition</i>	<i>Ending Balance</i>
Experience Gains/Losses	(\$77,110)	(\$14,483,694)	\$1,732,632	(\$12,828,172)
Assumption Changes	(\$2,044,839)	\$1,654,667	\$25,281	(\$364,891)
Investment Gains/Losses	\$207,975	\$209,205	(\$93,835)	\$323,345
Deferred Balances	(\$1,913,974)	(\$12,619,822)	\$1,664,078	(\$12,869,718)

The following table shows the reconciliation between the change in the NOL and the OPEB expense.

OPEB Expense Fiscal Year Ending June 30, 2019

	<i>Beginning Balance</i>	<i>Ending Balance</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$80,090,570	\$71,257,280	(\$8,833,290)
Deferred Balances	(\$1,913,974)	(\$12,869,718)	(\$10,955,744)
Change in Net Position	\$82,004,544	\$84,126,998	\$2,122,454
Employer Contributions			\$4,265,388
Other			\$0
OPEB Expense			\$6,387,842

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, change in TOL due to plan changes; all adjusted for deferred inflows and outflows..

OPEB Expense Fiscal Year Ending June 30, 2019

	<i>Total</i>
Service Cost	\$4,987,643
Interest on Total OPEB Liability (TOL)	\$3,428,314
Employee Contributions	\$0
Recognized Experience Gains/Losses	(\$1,732,632)
Recognized Assumption Changes	(\$25,281)
Expected Investment Income	(\$364,036)
Recognized Investment Gains/Losses	\$93,835
Contributions After Measurement Date (Prior Year)	\$0
Contributions After Measurement Date (Current Year)	\$0
Changes in Benefit Terms	\$0
Administrative Expense	\$0
OPEB Expense*	\$6,387,843

* May include a slight rounding error.

The above OPEB expense does not include \$4,265,388 in employer contributions.

4. Deferred Inflows and Outflows

Certain types of TOL changes are subject to deferral, as are investment gains/losses. Appendix F provides information about deferred inflows and outflows.

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PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be *in*accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
2019	\$4,400,693	\$2,676,077	\$1,454,439	\$169,220	\$100,957
2020	\$4,083,125	\$2,497,600	\$1,329,837	\$143,959	\$111,729
2021	\$4,273,096	\$2,584,629	\$1,415,624	\$161,423	\$111,420
2022	\$4,493,556	\$2,747,000	\$1,457,957	\$202,976	\$85,623
2023	\$4,687,538	\$2,945,852	\$1,426,305	\$233,379	\$82,002
2024	\$4,808,014	\$3,110,154	\$1,356,673	\$244,994	\$96,193
2025	\$5,061,507	\$3,319,070	\$1,353,780	\$286,014	\$102,643
2026	\$5,304,872	\$3,535,178	\$1,358,419	\$341,081	\$70,194
2027	\$5,584,532	\$3,773,588	\$1,358,563	\$359,304	\$93,077
2028	\$5,948,650	\$4,090,426	\$1,339,279	\$398,698	\$120,247

PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 74/75 require annual valuations. Every other year, the valuation requirement can be met by doing a “roll-forward” valuation. However, a full valuation may be required or preferred under certain circumstances.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.
- An employer should perform a valuation whenever the employer forms a qualifying trust or changes its investment policy.
- An employer should perform a valuation whenever the employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We recommend Oxnard SD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

PART VI: APPENDICES

APPENDIX A: MATERIALS USED FOR THIS STUDY

We relied on the following materials to complete this study.

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation.

APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and TCS's judgment based on experience and training.

ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: GASB 74/75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the service cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees). This greatly simplifies administration and accounting; as well as resulting in the correct service cost for new hires.

SUBSTANTIVE PLAN: As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

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ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 3.5% per year net of expenses. This is based on assumed long-term return on employer assets. We used the “Building Block Method”. (See Appendix E, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND: We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

FIDUCIARY NET POSITION (FNP): The following table shows the beginning and ending FNP numbers that were provided by Oxnard SD.

Fiduciary Net Position as of June 30, 2019

	<u>06/30/2018</u>	<u>06/30/2019</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$9,411,417	\$9,903,216
Capital Assets	\$0	\$0
Total Assets	<u>\$9,411,417</u>	<u>\$9,903,216</u>
Benefits Payable	\$0	\$0
Fiduciary Net Position	<u>\$9,411,417</u>	<u>\$9,903,216</u>

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NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix E, Paragraph 52 for more information.

MORTALITY

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2009 CalSTRS Mortality
Classified	2009 CalPERS Mortality for Active Miscellaneous Employees
Miscellaneous	2009 CalPERS Mortality for Active Miscellaneous Employees

RETIREMENT RATES

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2009 CalSTRS Retirement Rates
Classified	2009 CalPERS Retirement Rates for School Employees
Miscellaneous	2009 CalPERS Retirement Rates for School Employees

SERVICE REQUIREMENT

<i>Employee Type</i>	<i>Service Requirement Tables</i>
Certificated	100% at 8 Years of Service
Classified	100% at 15 Years of Service
Miscellaneous	100% at 8 Years of Service

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 49.9% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	\$23,042	\$15,062
Classified	\$22,237	\$10,748
Management	\$23,042	\$15,062
Support Services	\$22,237	\$10,748

PARTICIPATION RATES

<i>Employee Type</i>	<i><65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	100%
Classified	100%	100%
Miscellaneous	100%	100%

TURNOVER

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees
Miscellaneous	2009 CalPERS Termination Rates for School Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

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AGING FACTORS

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

ELIGIBLE ACTIVE EMPLOYEES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Under 25	0	0	0	0	0
25-29	3	0	3	0	0
30-34	40	19	21	0	0
35-39	83	46	33	2	2
40-44	145	99	38	6	2
45-49	132	97	23	10	2
50-54	114	77	25	8	4
55-59	114	77	29	7	1
60-64	43	26	12	4	1
65 and older	9	3	6	0	0
Total	683	444	190	37	12

ELIGIBLE RETIREES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Under 50	1	0	1	0	0
50-54	1	0	1	0	0
55-59	15	6	9	0	0
60-64	104	59	38	5	2
65-69	122	73	38	8	3
70-74	0	0	0	0	0
75-79	0	0	0	0	0
80-84	0	0	0	0	0
85-89	0	0	0	0	0
90 and older	0	0	0	0	0
Total	243	138	87	13	5

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APPENDIX E: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

Paragraph 50: **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Oxnard SD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	243
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	683
Total Number of participants	926

*We were not provided with information about any terminated, vested employees

Paragraph 51: **Significant Assumptions and Other Inputs**

shown in Appendix C.

Paragraph 52: **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Oxnard SD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2009 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.

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Mortality Table	2009 CalPERS Mortality for Retired Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2009 CalPERS Mortality for Retired Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.
Mortality Table	2009 CalPERS Mortality for Active Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2009 CalPERS Mortality for Active Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

Retirement Table	2009 CalSTRS Retirement Rates
Disclosure	The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS Retirement Rates for School Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Tables

Turnover Table	2009 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

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Turnover Table	2009 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL Using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$67,137,859	\$71,257,280	\$74,315,792

Paragraph 53:

Discount Rate

The following information is intended to assist Oxnard SD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.5% was used in the valuation. The interest rate used in the prior valuation was 3.8%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 17 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 25 basis points.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2019 and rounded the rate resulting in a rate of 3.50%.

53.e: We used the municipal bond rate beyond 2 years to result in an equivalent valuation rate of 3.50%.

53.f: Following is the assumed asset allocation and assumed rate of return for each. Oxnard School District - Oxnard SD

Asset Class	Percentage of Portfolio	Assumed Gross Return
Intermediate-Term Government Bonds	30.0000	4.5000
Long-Term Corporate Bonds	30.0000	5.2950
Long-Term Government Bonds	30.0000	4.5000
Short-Term Government Bonds	10.0000	3.2500

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for

Total Compensation Systems, Inc.

the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$76,931,034	\$71,257,280	\$65,849,929

Paragraph 55: **Changes in the Net OPEB Liability**

Please see reconciliation on page 10.

Paragraph 56: **Additional Net OPEB Liability Information**

The following information is intended to assist Oxnard SD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2019.

The measurement date is June 30, 2019.

56.b: We are not aware of a special funding arrangement.

56.c: The discount rate was decreased from 3.80% to 3.50%.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown in Appendix F

56.i: Future recognition of deferred inflows and outflows is shown in Appendix F

Paragraph 57: **Required Supplementary Information**

57.a: Please see reconciliation on page 10. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on page 10 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount.

We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 17 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

Paragraph 58: **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 17 years.

Paragraph 244: **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in

Total Compensation Systems, Inc.

accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

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APPENDIX F: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

EXPERIENCE GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)											
Measurement Period	Experience Gain/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2017-18	(\$85,492)	10.2	(\$8,382)	(\$8,382)	(\$68,728)	(\$8,382)	(\$8,382)	(\$8,382)	(\$8,382)	(\$35,200)	
2018-19	(\$14,483,694)	8.4	\$0	(\$1,724,250)	(\$12,759,444)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$4,138,194)
Net Increase (Decrease) in OPEB Expense			(\$8,382)	(\$1,732,632)	(\$12,828,172)	(\$1,732,632)	(\$1,732,632)	(\$1,732,632)	(\$1,732,632)	(\$1,759,450)	(\$4,138,194)

Total Compensation Systems, Inc.

CHANGES OF ASSUMPTIONS

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2017-18	(\$2,267,105)	10.2	(\$222,266)	(\$222,266)	(\$1,822,573)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$933,509)	
2018-19	\$1,654,667	8.4	\$0	\$196,985	\$1,457,682	\$196,985	\$196,985	\$196,985	\$196,985	\$196,985	\$472,757
Net Increase (Decrease) in OPEB Expense			(\$222,266)	(\$25,281)	(\$364,891)	(\$25,281)	(\$25,281)	(\$25,281)	(\$25,281)	(\$736,524)	\$472,757

Total Compensation Systems, Inc.

INVESTMENT GAINS AND LOSSES

Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment Gain/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2017-18	\$259,969	5	\$51,994	\$51,994	\$155,981	\$51,994	\$51,994	\$51,993			
2018-19	\$209,205	5	\$0	\$41,841	\$167,364	\$41,841	\$41,841	\$41,841	\$41,841		
Net Increase (Decrease) in OPEB Expense			\$51,994	\$93,835	\$323,345	\$93,835	\$93,835	\$93,834	\$41,841	\$0	\$0

Total Compensation Systems, Inc.

APPENDIX G: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower

Total Compensation Systems, Inc.

participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Consent Agenda

Enrollment Report (Penanhoat)

District enrollment as of September 30, 2019 was 15,730. This is 407 less than the same time last year.

FISCAL IMPACT:

None.

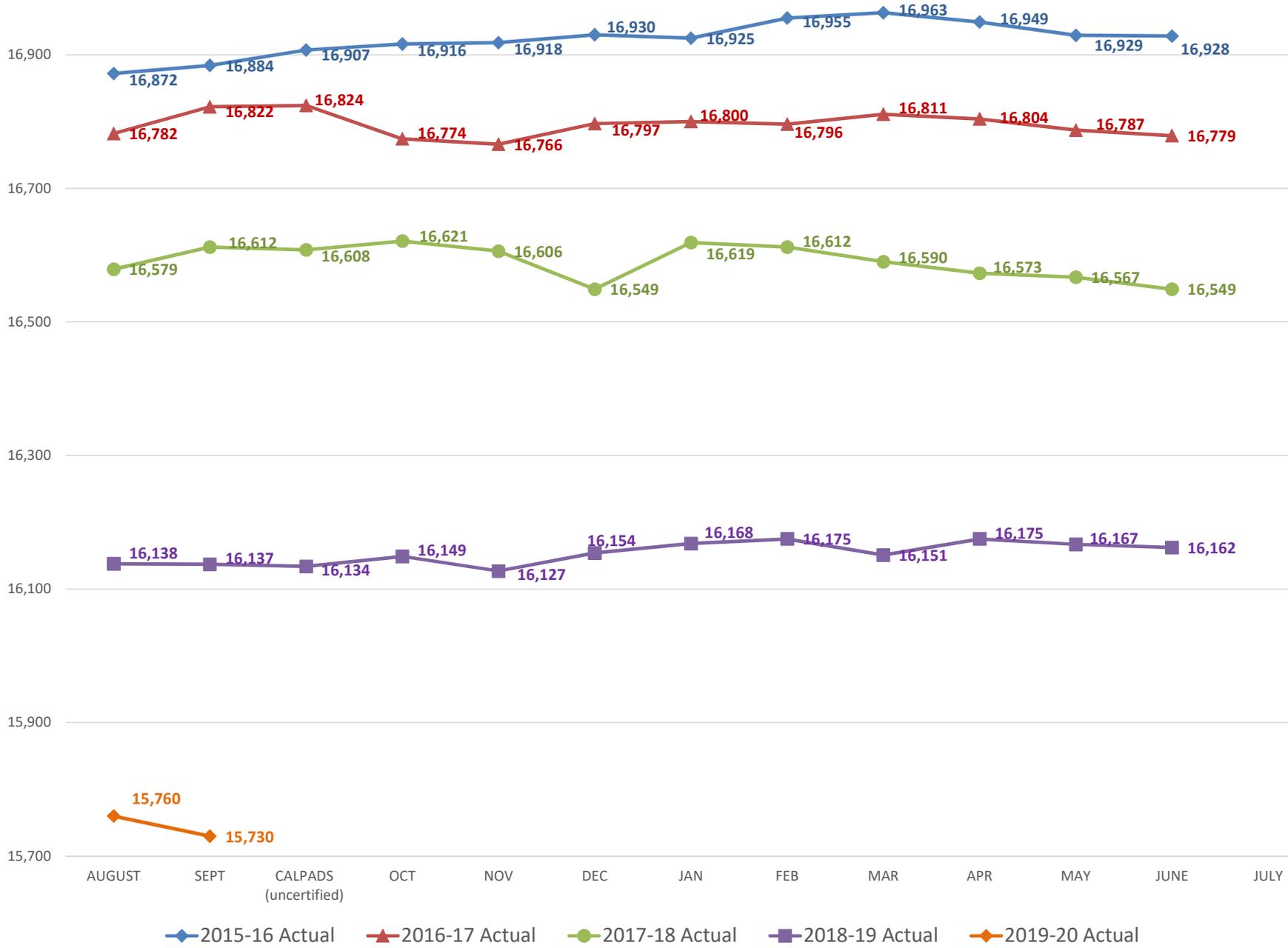
RECOMMENDATION:

None - 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: October 23, 2019

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #19-03 (Penanhoat/Franz)

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

1. A listing of Purchase orders issued 08/30/2019 through 10/10/2019 for the 2019-2020 school year, for \$3,165,683.66.
2. There have been no Draft Payments issued from 08/30/2019 through 10/10/2019, for the 2019-2020 school year.

FISCAL IMPACT:

None.

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 #19-03 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #19-03 \(16 Pages\)](#)

Includes Purchase Orders dated 08/30/2019 - 10/10/2019

PO Number	Vendor Name	Loc	Description	Order Amount
NP20-00010	P And R Paper Supply Co	CNS	stores	7,053.83
NP20-00011	Gold Star Foods	CNS	stores	28,877.05
NP20-00012	Gold Star Foods	CNS	stores	53,022.32
NP20-00013	P And R Paper Supply Co	CNS	stores	4,781.07
NP20-00014	P And R Paper Supply Co	CNS	stores	5,801.86
NP20-00015	Gold Star Foods	CNS	stores	56,737.37
NP20-00016	Gold Star Foods	CNS	stores	41,025.11
NP20-00017	Jordanos Inc	CNS	stores	959.93
NP20-00018	P And R Paper Supply Co	CNS	stores	8,048.88
NP20-00019	P And R Paper Supply Co	CNS	stores	6,269.08
NP20-00020	Southwest School & Office Sup	CNS	stores	206.88
NP20-00021	Grainger Inc	CNS	stores	170.03
NP20-00022	Gold Star Foods	CNS	stores	53,679.31
NP20-00023	Gold Star Foods	CNS	stores	45,911.66
NP20-00024	P And R Paper Supply Co	CNS	stores	8,263.73
P20-01218	Rochester 100, Inc	SORIA	MATL/SUP (Instructional)	437.47
P20-01219	Oriental Trading Co Inc	Pupil Srvs	MATL/SUPS	380.05
P20-01220	Scholastic Inc	MCAULIFFE	MATL/SUPL-Instructional	151.80
P20-01221	Core On Reading Excellence, In Attn Fulfillment	ASSESS ACCOUN	Books - Instructional	144.65
P20-01222	Amazon Com	CHAVEZ	BOOKS OTHER THAN-INSTRUCTIONAL	332.95
P20-01223	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	142.10
P20-01224	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	58.47
P20-01225	LIBERTY PAPER	WAREHOUSE	Stores Supplies	23,360.63
P20-01226	Nick Rail Music	ELM	Mat/Sup - Instructional	840.45
P20-01227	Amazon Com	MARSHALL	MATL/SUP - Instruction	349.29
P20-01228	Amazon Com	SAN MIGUEL	Materials & Supplies	427.12
P20-01229	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	454.61
P20-01230	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	154.76
P20-01231	CN School & Office Sol, Inc Cu Iver-Newlin	SAN MIGUEL	MATL-SUP/SERV	1,478.64
P20-01232	Lakeshore Learning Materials	MARINA	MATL/SUP (A. ROSAS)	907.86
P20-01233	Lakeshore Learning Materials	MARINA	MATL/SUPL-Instructional	387.95
P20-01234	Liberty Flags Inc	LEMONWOOD	MAT/SUPPLIES (INDOOR FLAGS FOR MPR)	523.80
P20-01236	The Math Learning Center	ED SERVICES	MAT/SUPL - Instructional	12,665.55
P20-01237	CN School & Office Sol, Inc Cu Iver-Newlin	SAN MIGUEL	Materials & Supplies	1,297.09
P20-01238	Ahern Rentals	FACILITIES	Prof Services	1,000.00
P20-01239	OXNARD FIRE DEPARTMENT	FACILITIES	Prof Service Fees	65.00
P20-01240	Amazon Com	FACILITIES	Materials and Supplies	30.15
P20-01241	Blackhawk Products	FACILITIES	Locksmith Materials and Supplies	79.00
P20-01242	Amazon Com	SAN MIGUEL	Materials & Supplies	215.62
P20-01243	CDW G	FACILITIES	Software	302.42
P20-01244	CDW G	Special Ed	SOFTWARE (T. Poole)	151.21
P20-01245	School Tech Supply	Special Ed	COMP EQUIP (SPED Psych)	1,913.51
P20-01246	Starfall Education Foundation	SORIA	SFTWR - Instructional	270.00
P20-01247	Flocabulary, Inc	FREMONT	License subscription/instruction	2,000.00
P20-01248	ROBERT YOUNG YOUNG MUSIC INC	ELM	SFTWR/APPS-Instruction	200.99

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 08/30/2019 - 10/10/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01249	Ventura Co Office Of Education	BUDGET	SERV/GASB 68 Reports	350.00
P20-01250	School Tech Supply	IT	Comp Sup/Equip	1,813.43
P20-01251	CANON SOLUTIONS AMERICA INC	GRAPHICS	Equipment	6,221.49
P20-01252	BMI Systems Group	WAREHOUSE	MATLS/ SUPL	833.13
P20-01253	CANON SOLUTIONS AMERICA INC	GRAPHICS	MAINT(CANON IPC810)	15,000.00
P20-01254	SCSNA	CNS	conference	195.00
P20-01255	CANON FINANCIAL SERVICES INC	GRAPHICS	MAINT(CANON IPC810)	5,055.63
P20-01256	Decisioninsite Llc	BUSINESS	SVCE	3,295.00
P20-01257	Vortex Industries, Inc	WAREHOUSE	Repairs	400.00
P20-01258	NATIONAL GEOGRAPHIC LEARNING	ENGLISH LEARNE	Textbook	3,144.03
P20-01259	Vendurance Inc	SORIA	SERV	300.00
P20-01260	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV	1,200.00
P20-01261	Amazon Com	ELM	MATL/SUPP-INSTRUC	77.59
P20-01262	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	417.14
P20-01263	Amazon Com	KAMALA	Materials & Supplies-Inst	5,988.39
P20-01264	Amazon Com	SAN MIGUEL	Materials & Supplies	275.24
P20-01265	Amazon Com	MCAULIFFE	MAT/SUP-Instructional (SDC)	180.18
P20-01266	Amazon Com	Special Ed	MATL/SUP (V. Peila)	210.51
P20-01267	Amazon Com	ENGLISH LEARNE	BKS LCAP 1.37	572.16
P20-01268	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	122.11
P20-01269	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	DRIFFILL	SERV-instructional	1,200.00
P20-01270	Amazon Com	ASSESS ACCOUN	Books - Instructional	569.79
P20-01271	Dell Direct Sales Lp	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	34.47
P20-01272	SDL, INC	Special Ed	SOFTWARE	2,697.78
P20-01273	Lakeshore Learning Materials-V	BREKKE	MAT AND SUP-INSTRUCTIONAL	419.55
P20-01274	SHRED-IT USA LLC	BREKKE	Serv- Instruction	500.00
P20-01275	Oxford University Press Usa	ENGLISH LEARNE	MTLS-LCAP 1.37	549.53
P20-01276	Lakeshore Learning Materials-V	RITCHEN	MTL/SUP-Insturctional	300.00
P20-01277	Carrie A Kouri eSpecial Needs, LLC	Special Ed	MATL/SUP (OT-Sierra Linda Motor Room)	247.22
P20-01278	Super Duper Inc	Special Ed	MATL/SUP (V.Peila)	61.32
P20-01279	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ED SERVICES	CONF	300.00
P20-01280	CPI	Special Ed	MEMBERSHIP (GARCIA-THOMAS)	150.00
P20-01281	Lakeshore Learning Materials	LEMONWOOD	MAT/SUPPLIES (Instructional)	234.41
P20-01282	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	5,762.70
P20-01283	Office Depot Bus Ser Div	Pupil Svcs	MATL/SUP	134.64
P20-01284	Walmart	RITCHEN	MATL/SUP-Instructional	100.00
P20-01285	Office Depot Bus Ser Div	Pupil Svcs	MATL/SUP	381.09
P20-01286	Amazon Com	EARLY CHILDHOO	Mat/Sup - Instruction	49.55
P20-01287	Lakeshore Learning Materials	MARINA	MATL/SUPL-Instructional	409.89
P20-01288	Lakeshore Learning Materials	Special Ed	MATL/SUP (OT-Sierra Linda Motor Room)	25.58
P20-01289	Lakeshore Learning Materials	Special Ed	MATL/SUP (V.Peila)	97.21
P20-01290	Ventura Co Office Of Education	Special Ed	CONF (Intermediate Excel Training)	100.00

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 08/30/2019 - 10/10/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01291	Office Depot Bus Ser Div	ED SERVICES	MATL/SUPL	2,000.00
P20-01292	Ventura Co Office Of Education	Pupil Srvs	CONF	50.00
P20-01293	San Bernardino County Supt Of	ED SERVICES	SERV	1,000.00
P20-01294	Maxim Healthcare Solutions, In	Special Ed	SERV	300,000.00
P20-01295	Tolman & Wiker Ins	BUSINESS	CONST	3,200.00
P20-01296	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional- -Belanger	14.35
P20-01297	Smart And Final Iris Co	ED SERVICES	MATL/SUPL	1,500.00
P20-01298	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLPA-D. Diaz)	109,800.00
P20-01299	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-D. OLSON)	134,688.00
P20-01300	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(OT-K. Taylor)	146,160.00
P20-01301	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-N.GREEN)	131,760.00
P20-01302	Varidesk, LLC	FACILITIES	Equipment	1,311.05
P20-01303	Heinemann	LEMONWOOD	BOOKS (Instructional)	4,012.01
P20-01304	Ventura Co Office Of Education	Special Ed	SERV (HH)	157.14
P20-01305	Gametime, Inc	LEMONWOOD	BOND/EQUIP (F&E - LEM ECDC PLAYGROUND)	98,299.02
P20-01306	School Tech Supply	FACILITIES	Materials and Supplies	274.67
P20-01307	Foundation for California Comm unity College	ASES	ASES/SERV	27,000.00
P20-01308	ALC SCHOOLS LLC	TRANSPORTATIO	SERV	150,000.00
P20-01309	Amazon Com	Special Ed	MATLS(A.BULGER)	321.59
P20-01310	Amazon Com	Special Ed	MATLS (ABA)	118.09
P20-01311	Central Drug System Inc	TRANSPORTATIO	SERVICES	1,089.00
P20-01312	GREG A MARVEL DBA/ TRANSTRAKS	TRANSPORTATIO	SERVICES	10,055.00
P20-01313	Uline	WAREHOUSE	Stores Supplies	997.49
P20-01314	Southwest Airlines	ROSE	TRAVEL & CONF. TO ATTEND PBIS OCT. 2019	1,181.76
P20-01315	Great Amerian Opportunities In EZFund.com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	351.27
P20-01316	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	269.98
P20-01317	MCGRAW HILL EDUCATION, INC	ASSESS ACCOUN	textbooks	867.93
P20-01318	Printech	FRANK	MATL/SUP - Instructional	3,232.50
P20-01319	Gopher Sport	FRANK	MATL/SUP - INSTRUCTIONAL	2,409.20
P20-01320	Coast To Coast Computer Prod	HARRINGTON	Material Instructional Supplies	1,500.00
P20-01321	Frontier California Inc	BUSINESS	CONST	5,477.90
P20-01322	FRONTIER COMMUNICATIONS CORP.	BUSINESS	CONST	3,000.00
P20-01323	Oriental Trading Co Inc	Pupil Srvs	MTL/SUP	252.91
P20-01324	Ebsco Subscription Serv	FRANK	Matl/Sup - Instructional	149.79
P20-01325	SCHOLASTIC INC	FRANK	MAT/SUPL - INSTRUCTIONAL	263.67
P20-01326	Underwood Family Farms	DRIFFILL	SERV-instructional	966.00
P20-01327	Ventura Co Office Of Education	FRANK	Conf - Instructional	900.00
P20-01328	Ventura Co Office Of Education	ED SERVICES	CONF	500.00
P20-01329	Costco Wholesale	SORIA	Mats/Sup - Parent Participation	500.00
P20-01330	Costco Wholesale	SORIA	Mats/Sup - Instructional	750.00
P20-01331	SCRIPPS NATL SPELLING BEE	MCAULIFFE	Entrance Fees-Instructional	154.50
P20-01332	SAN JOAQUIN COUNTY OFC OF ED	HR	Conference for P. Pierce	400.00

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 08/30/2019 - 10/10/2019

PO Number	Vendor Name	Loc	Description	Order Amount
P20-01333	Amazon Com	FRANK	MATL/SUP. - Instructional	1,393.51
P20-01334	Home Depot Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	41.30
P20-01335	Blackboard Inc	SUPERINTENDEN	SOFTWARE/SERV LCAP 3.01	82,784.80
P20-01336	Caslon, Inc	ENGLISH LEARNE	Books - Instructional	4,940.20
P20-01337	SCHOLASTIC INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	5,567.75
P20-01338	Reliable Floor Covering Co	FACILITIES	Prof Service / Def Maint / Haydock	4,460.00
P20-01339	IXL LEARNING, INC	BREKKE	APPS/INSTUCTION	300.00
P20-01340	DICK BLICK COMPANY BLICK ART MATERIALS	FRANK	MATL/SUP - Instructional	926.63
P20-01341	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV	300.00
P20-01342	School Tech Supply	ED SERVICES	MATL/SUP	594.75
P20-01343	Southwest Airlines	ENGLISH LEARNE	CONF-Title III	749.80
P20-01344	CENTER FOR AUTISM & RELATED DISORDERS, LLC	Special Ed	SERV	20,000.00
P20-01345	Dell Direct Sales Lp	SUPERINTENDEN	EQUIP	1,661.92
P20-01346	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV (19-20 FACILITIES UNIFORMS-HOLGUIN)	120.69
P20-01347	CDW G	ENGLISH LEARNE	Equip- LCFF	2,186.21
P20-01348	IXL LEARNING, INC	ROSE	ONLINE SUBSCRIPTIONS - INSTRUCTIONAL	6,995.00
P20-01349	Brainpop Com LLC	HAYDOCK	LICENSE/INSTRUCTION	1,895.00
P20-01350	Southwest School & Office Sup	LEMONWOOD	MAT/SUPP (Instructional)	622.70
P20-01351	Brainpop Com LLC	RITCHEN	Software-Instructional	2,550.00
P20-01352	CDW G	HAYDOCK	EQUIP/INSTRUCTIONAL	3,349.45
P20-01353	Pearson Education	ENGLISH LEARNE	Books other than TXBKS	5,179.70
P20-01354	FACILITIES PROTECTION SYSTEMS	IT	Serv	266.00
P20-01355	Lakeshore Learning Materials	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	175.97
P20-01356	Rochester 100, Inc	HARRINGTON	Materials & Supplies Instruction	610.95
P20-01357	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,539.21
P20-01358	Lifetouch	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	1,505.08
P20-01359	SCRIPPS NATL SPELLING BEE	CHAVEZ	ENTRANCE FEE-INSTRUCTIONAL	154.50
P20-01360	Ventura Co Office Of Education SELPA	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIOANAL	60.00
P20-01361	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	297.76
P20-01362	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	216.97
P20-01363	Bad Wolf Press	KAMALA	BKS-Instr	64.76
P20-01364	School Datebooks	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	829.07
P20-01365	Positive Promotions	LEMONWOOD	MAT/SUPPLIES (Instructional)	811.01
P20-01366	TSI Supplies, TSI Uniforms	LEMONWOOD	MAT/SUPPLIES (Instructional)	716.54
P20-01367	CENTER FOR MATHEMATICS & TEACHING INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	5,652.00
P20-01368	Aurelio Gonzalez Famous Taco Bar Catering	DRIFFILL	MATL/SUPP-instructional	686.40
P20-01369	Leopaul A. Martinez Jr	DRIFFILL	MATL/SUPP-instructional	3,186.16
P20-01370	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,178.28
P20-01371	WINSOR LEARNING INC	ERC	Textbooks	4,337.96

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01372	WINSOR LEARNING INC	ERC	Textbooks	4,426.79
P20-01373	WINSOR LEARNING INC	ERC	Textbooks	5,019.06
P20-01374	WINSOR LEARNING INC	ERC	Textbooks	4,545.26
P20-01375	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01376	WINSOR LEARNING INC	ERC	Textbooks	4,224.71
P20-01377	WINSOR LEARNING INC	ERC	Textbooks	4,313.54
P20-01378	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01379	WINSOR LEARNING INC	ERC	Textbooks	4,017.40
P20-01380	WINSOR LEARNING INC	ERC	Textbooks	4,900.60
P20-01381	WINSOR LEARNING INC	ERC	Textbook	4,722.93
P20-01382	WINSOR LEARNING INC	ERC	Textbooks	4,337.96
P20-01383	WINSOR LEARNING INC	ERC	Textbooks	4,634.09
P20-01384	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01385	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01386	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01387	WINSOR LEARNING INC	ERC	Textbooks	4,426.79
P20-01388	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01389	WINSOR LEARNING INC	ERC	Textbooks	4,249.12
P20-01390	WINSOR LEARNING INC	ERC	Textbooks	4,545.26
P20-01391	Smart And Final Iris Co	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	500.00
P20-01392	Children's Museum of Santa Barbara, MOXI	MCAULIFFE	SERV-Instructional	500.00
P20-01393	Lakeshore Learning Materials	LEMONWOOD	MAT/SUPPLIES (Instructional)	61.40
P20-01394	Petroleum Telecom Inc DBA Telecom	EARLY CHILDHOOD	Mat/Sup -Instruction	204.73
P20-01395	Apple Computer Inc	EARLY CHILDHOOD	Mat/Sup - Instruction	62.50
P20-01396	CREATIVE LEARNING SYSTEMS LLC	FRANK	MATL/SUP - INSTRUCTIONAL	535.85
P20-01397	Douglas Needham dba Ventura Laminating	GRAPHICS	Materials and Supplies	53.88
P20-01398	Amazon Com	EARLY CHILDHOOD	Mat/Sup - Instruction	75.32
P20-01399	Ventura Co Office Of Education	SAN MIGUEL	Conference	10.00
P20-01400	Amazon Com	LEMONWOOD	MAT/SUPPLIES	34.47
P20-01401	SCRIPPS NATL SPELLING BEE	LEMONWOOD	SERV (Instructional)	154.50
P20-01402	Service-Pro Fire Protection	TRANSPORTATION	MAINT	332.50
P20-01403	Lakeshore Learning Materials	BREKKE	MAT/SUP-Instructional SPED	362.27
P20-01404	Teachers Pay Teachers	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	148.37
P20-01405	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	169.86
P20-01406	Super Duper Inc	SAN MIGUEL	Materials & Supplies	172.19
P20-01407	Amazon Com	SAN MIGUEL	Materials & Supplies	242.04
P20-01408	COSTCO WHOLESALE CORPORATION	FRANK	Mat/Sup - Instructional	215.50
P20-01409	Walmart	SAN MIGUEL	Materials & Supplies	37.41
P20-01410	Amazon Com	SORIA	MATL/SUP (A.Bennett)	142.97
P20-01411	Printech	MARINA	MATL/SUPL-Instructional	2,500.00
P20-01412	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,687.61
P20-01413	Ventura Co Office Of Education	ROSE	TRAVEL & CONF.-YR. 3 CA PRINCIPALS' SUPP. NETWORK	3,000.00
P20-01414	OXNARD FIRE DEPARTMENT	TRANSPORTATION	SERVICES	1,538.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01415	CN School & Office Sol, Inc Cu Iver-Newlin	MCKINNA	BOND/EQUIP (NEW FURNITURE - FLEETWOOD/GLOBAL)	16,070.56
P20-01416	Home Depot Inc	ED SERVICES	EQUIP	728.21
P20-01417	SHRED-IT USA LLC	KAMALA	SERV-OFFICE	700.00
P20-01418	Read It Once Again	SAN MIGUEL	Books other than Textbooks	8,528.40
P20-01419	Ventura Co Star	SUPERINTENDEN	SERV	84.57
P20-01420	School Health Corporation	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	290.60
P20-01421	NOLTE ASSOCIATES INC	FACILITIES	BOND/BLDG/IOR SVCS/LEM ECDC	68,800.00
P20-01422	Fresh & Fabulous Cafe-Bakery	ED SERVICES	MATL/SUP	1,000.00
P20-01423	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,749.15
P20-01424	Office Depot Bus Ser Div	Pupil Srvs	MTL/SUP	926.63
P20-01425	James Shaw Uncle Jim's Worm Fa rm	CNS	supplies	90.30
P20-01426	First Book	FREMONT	BKS-Instructional	266.01
P20-01427	First Book	FREMONT	BKS-Instructional	208.78
P20-01428	General Binding Corp.	RAMONA	maint- Instruction	531.36
P20-01429	School Tech Supply	LEMONWOOD	MAT/SUPPLIES	129.19
P20-01430	SCHOLASTIC INC	SAN MIGUEL	BKS (Lorena)	551.66
P20-01431	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	30.70
P20-01432	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	319.58
P20-01433	Peteseheria, LLC PizzaMan Dan's	ASSESS ACCOUN	Mat/Sup	550.00
P20-01434	Pepperdine University	MCAULIFFE	Entrance Fee-10.25.19	104.00
P20-01435	Pepperdine University	MCAULIFFE	Entrance Fee-3.30.20	104.00
P20-01436	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	36.07
P20-01437	Amazon Com	MCAULIFFE	MATL/SUPL-Admin	440.83
P20-01438	Calif Assn Of Latino Supt & Ad	SUPERINTENDEN	MEMB	300.00
P20-01439	ALAS c/o Megan Soliz	SUPERINTENDEN	MEMB	350.00
P20-01440	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF	5,000.00
P20-01441	Amazon Com	SUPERINTENDEN	AMAZON clock and paper waste bin	35.76
P20-01442	Amazon Com	Pupil Srvs	MAT/SUPP	293.52
P20-01443	Div of the State Architect Dep t of General Services	BUSINESS	CONST	8,442.36
P20-01444	Southern Calif Edison Co	BUSINESS	CONST	44,626.25
P20-01445	Grainger Inc	WAREHOUSE	Materials & Supplies	52.10
P20-01446	HOME DEPOT PRO-SUPPLY WORKS	FACILITIES	Plumbing Materials and Supplies	1,000.00
P20-01447	All Phase Electric Supply	FACILITIES	Electrical Supplies	3,650.31
P20-01448	ESCAPE TECHNOLOGY, LLC	HR	Escape registration for V. Villapando & R. Mendoza	1,600.00
P20-01449	Barco Products Company	FACILITIES	Misc Supplies	2,000.00
P20-01450	CAHPERD 1	FREMONT	TRAVEL AND CONFERENCE	450.00
P20-01451	SMART AND FINAL-C.I. BLVD	ELM	Mat/Sup - Instructional	100.00
P20-01452	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	1,761.76
P20-01453	Amazon Com	FACILITIES	Materials and Supplies	87.14
P20-01454	Department Of Industrial Relat Payment Processing Center	FACILITIES	Conveyance Fee / Harrington	225.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01455	Amazon Com	SAN MIGUEL	Materials & Supplies	87.90
P20-01456	TRUDY ARRIAGA	HR	Consultant Work: Cultural/Customer Service	2,925.00
P20-01457	Marriott San Diego	SUPERINTENDEN	CSBA AEC DEC 2019 Marriot Marquis San Diego	4,851.89
P20-01458	PORTOLA HOTEL & SPA	HR	Hotel for P. Pierce at CEDR Conference	1,021.73
P20-01459	Capit Learning	RITCHEN	SOFTWARE-INSTRUCTIONAL	3,850.00
P20-01460	LEARNING A-Z	RITCHEN	SOFTWARE-INSTRUCTIONAL	174.95
P20-01461	N2Y	Special Ed	SUBSCRIPTION (NEWS 2 YOU)	2,938.10
P20-01462	School Tech Supply	Special Ed	COMP EQUIPT/MATLS	628.15
P20-01463	Brainpop Com LLC	HAYDOCK	LICENSE/INSTRUCTION	795.00
P20-01464	Ventura Co Office Of Education	ENGLISH LEARNE	Conf-LPSBG	300.00
P20-01465	Extreme Clean	WAREHOUSE	Stores Supplies	2,828.44
P20-01466	Hillyard Inc	WAREHOUSE	Stores Supplies	5,519.55
P20-01467	Regency Lighting	WAREHOUSE	Stores Supplies	724.08
P20-01468	School Health Corporation	WAREHOUSE	Stores Supplies	1,165.10
P20-01469	Hyatt Regency Orange Co	FREMONT	TRAVEL AND CONFERENCE	1,266.24
P20-01470	Veritiv Operating Company	FACILITIES	Custodial Materials and Supplies	677.05
P20-01471	CDW G	IT	Comp Sup	145.07
P20-01472	SMART AND FINAL-C.I. BLVD	ELM	Mat/Sup - Parent Participation	200.00
P20-01473	SCRIPPS NATL SPELLING BEE	RAMONA	services,entrence fees- spelling bee	154.50
P20-01474	Amazon Com	MCAULIFFE	BKS-Instructional	51.07
P20-01475	Amazon Com	FACILITIES	Materials and Supplies	320.45
P20-01476	Nick Rail Music	MARSHALL	STATE LOTTERY/MARSHALL MUSIC EQUIP	18,576.64
P20-01477	SCHOLASTIC INC	HARRINGTON	MATERIAS & SUPPLIES INSTRUCTION	3,260.80
P20-01478	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	1,050.00
P20-01479	Pavement Engineering Inc	FACILITIES	Prof Service / Def Maint / Transportation	4,890.00
P20-01480	Ertel Cabinets & Millwork	FACILITIES	Prof Service /Transportation Breakroom	3,627.00
P20-01481	Department Of Industrial Relat	FACILITIES	Conveyance Fees / Kamala, Lemonwood, Chavez	2,025.00
P20-01482	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Roof Repair / Warehouse	2,788.00
P20-01483	SEBOS, INC. ADVANCED SANITATIO N	FACILITIES	Prof Service / Elm	1,109.00
P20-01484	Placer County Office of Ed	BREKKE	Travel and Conference	1,750.00
P20-01485	School Tech Supply	FREMONT	Materials and Supplies Educational	772.10
P20-01486	Calif Science Teachers Assn	ENGLISH LEARNE	Conf- NGSS-Title I	200.00
P20-01487	Heinemann	LEMONWOOD	CONFERENCE	695.00
P20-01488	Veritiv Operating Company	WAREHOUSE	Stores Supplies	4,355.69
P20-01489	Amazon Com	BUSINESS	MATL/SITE INCENT.	323.25
P20-01490	Div of the State Architect Dep t of General Services	BUSINESS	CONST	5,993.17
P20-01491	Ventura Co Office Of Education	ENGLISH LEARNE	Conf- NGSS-Title I	295.00
P20-01492	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,781.16
P20-01493	Keyboard Concepts, Inc	MCKINNA	BOND/EQUIP/MATL-SUP(PIANO LAB)	47,683.69
P20-01494	Phillip J Collins Collins Busi ness Equipment	Special Ed	MATL/REPAIR	2,000.00
P20-01495	COSTCO WHOLESALE CORPORATION	FRANK	Mat/Sup - Instructional	323.25

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01496	Amazon Com	Special Ed	MATL/SUP	31.75
P20-01497	Amazon Com	Special Ed	Matl's	32.27
P20-01498	Amazon Com	SAN MIGUEL	Materials & Supplies	68.94
P20-01499	Walmart	SAN MIGUEL	Materials & Supplies	200.00
P20-01501	Amazon Com	SAN MIGUEL	BKS - Speech	27.23
P20-01502	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	1,650.00
P20-01503	BARNES AND NOBLE BOOKSELLERS, INC.	DRIFFILL	Books other than textbooks-instructional	661.85
P20-01504	EDGE ENTERPRISES INC	KAMALA	Materials & Supplies-Inst	104.21
P20-01505	MARISA B BERNARD ORTON GILLING HAM ONLINE	KAMALA	Materials & Supplies-Instr	70.60
P20-01506	Positive Promotions	MCAULIFFE	MAT/SUPL-Instructional	471.24
P20-01507	INSTITUTE FOR MULTI-SENSORY ED UCATION LLC	KAMALA	Materials & Supplies-Inst	254.29
P20-01508	Super Duper Inc	Special Ed	MATL/SUP (A. Bennett)	260.16
P20-01509	Lakeshore Learning Materials	Special Ed	MATL/SUP	48.53
P20-01510	Exceptional Teaching Inc	Special Ed	MATL/SUP (VI-McLain)	208.98
P20-01511	Brookes Publishing Company	Special Ed	MATL/SUP (E.Dowd)	202.74
P20-01512	Super Duper Inc	Special Ed	MATL/SUP (E. Dowd)	158.80
P20-01513	Lakeshore Learning Materials	MCAULIFFE	MATL/SUPL-Instructional	172.38
P20-01514	School Tech Supply	Special Ed	MATLS	1,489.24
P20-01515	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	259.66
P20-01516	School Health Corporation	SAN MIGUEL	Materials and Supplies	62.35
P20-01517	Superior Sanitary Supplies	SAN MIGUEL	MATL/SUP (Custodial)	102.58
P20-01518	Global Equipment Co Inc	IT	MATL/SUP Instructional (LCAP 1:40))	2,799.54
P20-01519	Ventura Co Maritime Museum Inc Channel Islids Maritime Museu	ASES	SERV	3,500.00
P20-01520	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	MCAULIFFE	L/C GRANT/SERV	895.00
P20-01521	BUILDING BLOCK ENT INC SHOWS T HAT TEACH	MCAULIFFE	L/C GRANT/SERV	895.00
P20-01522	Reading Horizons	Special Ed	SERV/SPEC ED	46,257.08
P20-01523	Mixteco/Indigena Comm Organiz	Pupil Srvs	T1/SERV	2,000.00
P20-01524	Dave Bang Associates Inc	FACILITIES	Equip / Rose Ave	5,260.96
P20-01525	Amazon Com	ENGLISH LEARNE	MATLS- LPSBG	52.34
P20-01526	Harbor Freight Tools	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	7.21
P20-01527	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ENGLISH LEARNE	CONF -LCAP 1.37	300.00
P20-01528	Monster Technology LLC	RAMONA	Mat/supplies-RSP Printer toner	189.64
P20-01529	Super Duper Inc	SAN MIGUEL	Materials and Supplies	61.32
P20-01530	Perma Bound Books	LEMONWOOD	books (Instructional)	112.08
P20-01531	SCHOLASTIC INC	FREMONT	BKS-Instructional	326.87
P20-01532	Amazon Com	ASSESS ACCOUN	Books - Instructional	53.55
P20-01533	SANTA BARBARA MUSEUM OF NATURA L HISTORY	LEMONWOOD	SERV	50.00
P20-01534	SANTA BARBARA MUSEUM OF NATURA L HISTORY	LEMONWOOD	SERV	50.00
P20-01535	SCHOLASTIC INC	SIERRA LINDA	MATL/SUPP (Laski)	164.45
P20-01536	School Health Corporation	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	251.40

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01537	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Laski)	35.55
P20-01538	Shiffler Equipment	MARINA	MATL/SUPL-Admin	32.92
P20-01539	Perma Bound Books	DRIFFILL	BKS/Library-instructional	28.96
P20-01540	Amazon Com	ENGLISH LEARNE	MATLS- LCAP 1.37	37.66
P20-01541	Amazon Com	SIERRA LINDA	MATL/SUPP (Valle)	208.95
P20-01542	SCHOLASTIC INC	SIERRA LINDA	BKS (Fernandez)	153.01
P20-01543	Sheraton Grand Sacramento	FRANK	CONF/INSTRUCTIONAL	2,930.76
P20-01544	Dell Direct Sales Lp	CHAVEZ	COMP SUPP-INSTRUCTIONAL	705.35
P20-01545	World's Finest Chocolate, Inc	MCKINNA	matl/sup-Instructional	3,095.00
P20-01546	Southwest Airlines	HR	Conf	389.92
P20-01547	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/MATL-SUP (ROOM 321-SPEECH/LANG)	278.89
P20-01548	Office Depot Bus Ser Div	CHAVEZ	MATRIALS AND SUPPLIES-INSTRUCTIONAL	715.29
P20-01549	Candlewood Suites Orange Co	Special Ed	Conf Hotel for ADOS-2 Workshop in Santa Ana, CA	334.71
P20-01550	MANEUVERING THE MIDDLE LLC	LEMONWOOD	SFTW/LISC (Instructional)	311.40
P20-01551	Placer County Office of Ed	FRANK	CONF/ INSTRUCTIONAL	1,050.00
P20-01552	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ROSE	TRAVEL & CONF. - VTA. CABE - OCTOBER 4, 2019	1,200.00
P20-01553	Flocabulary, Inc	HAYDOCK	LICENSE/INSTRUCTION	2,000.00
P20-01554	ESGI	LEMONWOOD	Software/Licenses (Instructional)	475.00
P20-01555	Total Clean	FACILITIES	Equipment	49,862.35
P20-01556	School Tech Supply	Special Ed	MATLS/SUPPL	96.19
P20-01557	Petroleum Telcom Inc DBA Telec om	WAREHOUSE	Repairs	423.43
P20-01558	VenTerra Environmental Inc	FACILITIES	Prof Service / Transportation	2,450.00
P20-01559	ZANGLE NATIONAL USER'S GROUP Q USERS EXPERIENCE, QUE, ZNUG	ENGLISH LEARNE	Conf-Unrestricted-ELPAC	645.00
P20-01560	CALIFORNIA LUTHERAN UNIVERSITY CA READING & LIT PROJECT	ASSESS ACCOUN	SERV - Reading Specialist PD 1.30	10,150.00
P20-01561	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	LEMONWOOD	CONFERENCE/TRAVEL	600.00
P20-01562	CASBO	IT	CONF/TRAVEL	445.00
P20-01563	Spicers Paper Inc	GRAPHICS	Materials and Supplies	1,953.51
P20-01564	Jordanos Inc	CNS	supplies	426.36
P20-01565	Amazon Com	RISK MGMT	Ergonomic Supplies September	902.41
P20-01566	School Specialty Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	876.12
P20-01567	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	371.70
P20-01568	CDW G	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCIONAL	342.00
P20-01569	THE CENTER FOR AUTISM & NEUROD EVELOPMENTAL DISORDERS	Special Ed	Travel & Conference - Registration ADOS 2	575.00
P20-01570	Amazon Com	WAREHOUSE	Stores Supplies	290.80
P20-01571	Southwest Airlines	BREKKE	Travel and Conference	1,184.80
P20-01572	Underwood Family Farms	ROSE	SERVICES, ENTRANCES FEES - INSTRUCTIONAL	576.00
P20-01573	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,559.52

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01574	Pearson Education	ERC	Textbooks	13,648.48
P20-01575	Walmart	DRIFFILL	MATL/SUPP-instructional	60.00
P20-01576	Amazon Com	FREMONT	Materials and Supplies Instructional	29.25
P20-01577	Perma Bound Books	FREMONT	Books Instructional	51.25
P20-01578	ORIENTAL TRADING COMPANY	RAMONA	matl/supplies- PBIS incentives	486.15
P20-01579	ORIENTAL TRADING COMPANY	LEMONWOOD	MAT/SUPPLIES (Instructional)	92.38
P20-01580	CDW G	HAYDOCK	MATL/SUPPLY-INSTRUCTION	624.80
P20-01581	Ashton Awards Inc Aswell Troph y	LEMONWOOD	MAT/SUPPLIES (Instructional)	72.35
P20-01582	Demco Inc	FREMONT	Materials and Supplies Instructional	47.12
P20-01583	Nasco	FREMONT	MAT/SUPP- INSTRUCTION	65.35
P20-01584	SCRIPPS NATL SPELLING BEE	SORIA	SERV (Instructional)	154.50
P20-01585	Walmart	RAMONA	matl supplies- composition books *walk in PO*	215.50
P20-01586	Walmart	RAMONA	matl supplies- composition books *walk in PO*	107.75
P20-01587	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	28.33
P20-01588	Amazon Com	SORIA	BKS - Instructional	390.00
P20-01589	Amazon Com	ED SERVICES	BKS	3,915.29
P20-01590	School Life, div of ImageStuff	RAMONA	Matl/supplies- attendacne incentives	1,236.38
P20-01591	PATHWAYS FOUNDATION	SAN MIGUEL	Materials & Supplies	162.50
P20-01592	Office Depot Bus Ser Div	SIERRA LINDA	MATL/SUPP (Gurrola)	113.11
P20-01593	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	90.00
P20-01594	Greenfield Learning Inc	MARSHALL	TITLE 1/APPS	9,000.00
P20-01595	Petroleum Telcom Inc DBA Telec om	SAN MIGUEL	Repairs	96.98
P20-01596	Smart And Final Iris Co	FREMONT	Materials and Supplies - parents	150.00
P20-01597	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	200.00
P20-01598	Pearson	Special Ed	MAT/SUPL	10,586.02
P20-01599	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Ed	MAT/SUPL	1,677.14
P20-01600	RTM BUSINESS GROUP LIMITED LIA BILITY COMPANY	Special Ed	CONF	599.00
P20-01601	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ELM	CONF - Instructional	600.00
P20-01602	School Tech Supply	Special Ed	MATL/SUPP	2,083.83
P20-01603	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ROSE	TRAVEL & CONF. - VTA CABE - OCTOBER 4, 2019	450.00
P20-01604	Rosetta Stone Ltd	ENGLISH LEARNE	License- Title III	3,004.00
P20-01606	WIEBER CORPORATION FACTORY EXP RESS	GRAPHICS	Materials and Supplies	885.32
P20-01607	Amazon Com	SIERRA LINDA	MATL/SUPP (Tobin)	288.22
P20-01608	Walmart	SAN MIGUEL	Materials & Supplies	200.00
P20-01609	Super Duper Inc	Special Ed	MAT/SUPL	211.95
P20-01610	Pro Ed	Special Ed	MAT/SUPL	2,001.75
P20-01611	Amazon Com	Special Ed	MATLS (L.ZWAAL)	107.74
P20-01612	360 Degree Customer, Inc	Special Ed	SERV(SLPA-J. Kahlon)	105,408.00
P20-01613	360 Degree Customer, Inc	Special Ed	SERV(OT-A. Sammons)	141,288.00
P20-01614	Ventura Co Office Of Education	SAN MIGUEL	Conference & Travel	250.00
P20-01615	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	32.96
P20-01616	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	646.50

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01617	Montgomery Hardware Company	DRIFFILL	matl/supp-instructional	295.90
P20-01618	Placer County Office of Ed	DRIFFILL	conf-instructional	700.00
P20-01619	Placer County Office of Ed	DRIFFILL	conf-inbstructional	350.00
P20-01621	HYATT REGENCY SAN FRANCISCO	ED SERVICES	CONF	8,420.82
P20-01622	COURTYARD RIVERSIDE/MORENO VA LLEY AREA	Pupil Srvs	CONF	430.14
P20-01623	Fresh & Fabulous Cafe-Bakery	SUPERINTENDEN	SUP	850.00
P20-01624	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	58.16
P20-01625	General Binding Corp.	CURREN	MAINT	438.69
P20-01626	United Airlines, Inc	ED SERVICES	CONF	483.20
P20-01627	Casc	Pupil Srvs	CONF	1,517.00
P20-01628	Spinitar	FREMONT	MAT/SUP INSTRUCTION	1,445.72
P20-01629	COSTCO WHOLESALE CORPORATION	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	215.50
P20-01630	360 Degree Customer, Inc	Special Ed	SERV(SLPA-GALLEGOS)	105,408.00
P20-01631	360 Degree Customer, Inc	Special Ed	SERV(SLP-C.WU)	127,368.00
P20-01632	360 Degree Customer, Inc	Special Ed	SERV(SLP-J. Russel)	127,368.00
P20-01633	Amazon Com	CURREN	mat/sup- instructional	2,047.25
P20-01634	ESCAPE TECHNOLOGY, LLC	HR	Conf	1,200.00
P20-01635	Barco Products Company	ELM	EQUIP/KINDER PICNIC TABLES	1,233.38
P20-01636	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	431.28
P20-01637	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	201.71
P20-01638	Caeyc Conference Registration	EARLY CHILDHOC	CONF - Admin	300.00
P20-01639	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ENGLISH LEARNE	CONF -Unrestricted DLAC	600.00
P20-01640	PROVIDENCE SAINT JOHN'S HEALTH CENTER	HR	Conference - J. Merida	195.00
P20-01641	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	308.09
P20-01642	Discount School Supply	RITCHEN	Mat/Sup - Instruction	201.53
P20-01643	Shaw Hr Consulting	HR	Consulting	870.00
P20-01644	Liz Party Rental	KAMALA	RENTAL-Inst	260.00
P20-01645	Amazon Com	SAN MIGUEL	Materials & Supplies	366.51
P20-01646	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	938.36
P20-01647	Walmart	DRIFFILL	MATL/SUPP-instructional	320.00
P20-01648	COSTCO WHOLESALE CORPORATION	Special Ed	MATLS/SUPPL(MELLRING)	100.33
P20-01649	COSTCO WHOLESALE CORPORATION	Special Ed	MATLS/SUPPL(ZWAAL)	100.00
P20-01650	Amazon Com	SIERRA LINDA	MATL/SUPP (O. Pascual)	189.12
P20-01651	Ventura Co Office Of Education	EARLY CHILDHOC	CONF - Instruction	20.00
P20-01652	Amazon Com	EARLY CHILDHOC	Mat/Sup - Instruction	95.22
P20-01653	Walmart	EARLY CHILDHOC	Mat/Sup - Instruction	35.00
P20-01654	Grainger Inc	KAMALA	Materials & Suplies-Admin	280.80
P20-01655	Amazon Com	MARINA	MATL/SUPL-Admin	35.49
P20-01656	WILLOW CREEK ASSOCIATION GLOBA L LEADERSHIP NETWORK	ASSESS ACCOUN	Conf_Priv_Schol - New Harvest Christian	149.00
P20-01657	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,190.26
P20-01658	Shiffler Equipment	FACILITIES	Prof Service	5,000.00
P20-01659	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	427.70

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01660	Textbook Warehouse LLC Textbook Warehouse	ERC	Textbooks	1,922.37
P20-01661	Lakeshore Learning Materials	EARLY CHILDHOOD	Mat/Sup - Instruction	331.82
P20-01662	ADVANCED CLASSROOM TECHNOLOGIES, INC	WAREHOUSE	Stores Supplies	1,066.73
P20-01663	ROBERTSON INDUSTRIES INC	FACILITIES	Materials and Supplies	5,000.00
P20-01664	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Transportation	1,200.00
P20-01665	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	2,082.27
P20-01666	Office Depot Bus Ser Div	GRAPHICS	Materials and Supplies	114.16
P20-01667	Apple Computer Inc	Special Ed	SFTWR/APPS	5,500.00
P20-01668	RIVERSIDE ASSESSMENTS LLC RIVERSIDE INSIGHTS	Special Ed	MAT/SUPL	524.76
P20-01669	LRP Publications Inc	Special Ed	SUBSCRIPTION	8,171.50
P20-01670	Carson Dellosa Publishing Co	FREMONT	Materials & Supplies-Instructional	49.84
P20-01671	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	295.45
P20-01672	Leopaul A. Martinez Jr	MARSHALL	MATL/SUP-Instruction	3,471.68
P20-01673	MARBLESOFT KEYBOARD ASSISTANCE TECH	Special Ed	Mat's	72.95
P20-01674	PASADENA ROBLES ACQUISITION HILTON PASADENA	EARLY CHILDHOOD	CONF - Admin	653.18
P20-01675	Amazon Com	Special Ed	MATLS & SUPPL (MELLRING)	172.40
P20-01676	Amazon Com	Special Ed	MATLS & SUPPL (ZWAAL)	86.20
P20-01677	Amazon Com	Special Ed	Mat's	33.34
P20-01678	Oxnard Performing Arts Center	Special Ed	RENTAL	889.00
P20-01679	AMAE	ASES	SERV	400.00
P20-01680	Navitabs	SUPERINTENDENT	NAVI TABS	218.49
P20-01681	Pacific Northwest Publishing Ancora Publishing	Pupil Svcs	BOOKS	688.50
P20-01682	Fat Brain Toys, LLC	ASES	MTRL/SUPL	272.29
P20-01683	Pearson	Special Ed	MAT/SUPL	3,561.47
P20-01684	School Tech Supply	IT	Comp Sup & EQUIP	932.02
P20-01685	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	305.33
P20-01686	Robotics Ed & Competition Fdn	FRANK	Serv - Instructional	1,500.00
P20-01687	Gopher Sport	BREKKE	MAT/SUP-INSTRUCTIONAL	124.69
P20-01688	WINSOR LEARNING INC	Special Ed	SERV	5,500.00
P20-01689	California Science Center	RAMONA	entrance fees-science center field 3rd	25.00
P20-01690	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (10/11/19 -Heidi Trevisan)	110.00
P20-01691	Ventura Co Office Of Education	ASES	CONF	30.00
P20-01692	Amazon Com	MARINA	MATL/SUPL-Instructional	286.38
P20-01693	Underwood Family Farms	SIERRA LINDA	Field Trip (TK/Kinder)	726.00
P20-01694	Underwood Family Farms	BREKKE	SERV/Instructional	200.00
P20-01695	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	74.64
P20-01696	Ventura Co Office Of Education	MCAULIFFE	Conf-Instructional	350.00
P20-01697	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SUPERINTENDENT	SUP	1,000.00
P20-01698	Amazon Com	FREMONT	Materials and Supplies Instructional	32.31
P20-01699	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	850.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01700	COSTCO WHOLESALE CORPORATION	ASES	MAT/SUPL	10,000.00
P20-01701	Amazon Com	MARINA	MATL/SUPL-Instructional	624.35
P20-01702	Battery Systems Inc	WAREHOUSE	Repairs	133.04
P20-01703	Paradise Chevrolet	WAREHOUSE	Repairs	1,200.00
P20-01704	Amazon Com	FREMONT	Materials and Supplies Instructional	216.50
P20-01705	Uline	ASES	MTRL/SUPL	84.05
P20-01706	MIMEO.COM INC. THE SCHOOL PLAN NER COMPANY	RAMONA	Matl/supplies- school planners for students	3,244.56
P20-01707	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	matl/sup-instructional	2,388.82
P20-01708	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	150.00
P20-01709	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	FRANK	Conf - ELAC Parents	450.00
P20-01710	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ELM	CONF - Instructional	900.00
P20-01711	CABE VTA CO CHAPTER ATTN: SOLE DAD MOLINAR	SIERRA LINDA	CONF (Admin/Instruction/Parent/social services)	300.00
P20-01712	Children's Museum of Santa Barbara, MOXI	ROSE	SERVICES, ENTRANCE FEES - INSTRUCTIONAL	240.00
P20-01713	Children's Museum of Santa Barbara, MOXI	ROSE	SERVICES, ENTRANCE FEES - INSTRUCTIONAL	235.00
P20-01714	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ED SERVICES	CONF	975.00
P20-01715	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	MARSHALL	CONF/TITLE 3	1,200.00
P20-01716	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ELM	Conf - Instructional	150.00
P20-01717	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	392.01
P20-01718	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	MCKINNA	conf-instructional	600.00
P20-01719	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	FREMONT	TRAVEL AND CONFERENCE	300.00
P20-01720	WELCH ALLYN, INC	Pupil Srvs	MTLS/SUP	354.15
P20-01721	Ventura Co Office Of Education	BREKKE	Serv-Instructional	100.00
P20-01722	Amazon Com	LEMONWOOD	BOOKS (Instructional)	202.20
P20-01723	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	125.00
P20-01724	SANTA BARBARA BOTANIC GARDEN	DRIFFILL	SERV-instructional	37.50
P20-01725	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Membership	200.00
P20-01726	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Conf-VCSBA Dinner Meeting	60.00
P20-01727	Sheraton Grand Sacramento	DRIFFILL	conf-instructional	1,344.44
P20-01728	Ventura Co Office Of Education	ENGLISH LEARNE	Conf- NGSS-Title I	125.00
P20-01729	Amazon Com	SIERRA LINDA	MATL/SUPP (Romero)	404.83
P20-01730	Amazon Com	KAMALA	BKS-Instruction	110.93
P20-01731	Ventura Co Office Of Education	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	208.00
P20-01732	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	130.52

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PO Number	Vendor Name	Loc	Description	Order Amount
P20-01733	Home Depot Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	133.57
P20-01734	Costco Wholesale	IT	MATL/SUP (Instructional)	800.00
P20-01735	Amazon Com	IT	COMP SUP	15.07
P20-01736	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	16.15
P20-01737	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	200.00
P20-01738	Ventura Co Office Of Education	FREMONT	TRAVEL AND CONFERENCE (INSTRUCTIONAL)	20.00
P20-01739	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	403.97
P20-01740	School Datebooks	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	77.31
P20-01741	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	ENGLISH LEARNE	CONF -LCAP 1.37	150.00
P20-01742	Amazon Com	KAMALA	MATERIALS & SUPPLIES-INST	375.90
P20-01743	Ventura Co Office Of Education	SAN MIGUEL	Conference & Travel	75.00
P20-01744	Amazon Com	ASES	MATL/SUP	192.73
P20-01745	Ventura Co Office Of Education	Pupil Srvs	CONF	75.00
P20-01746	Grainger Inc	WAREHOUSE	Supplies	1,054.74
P20-01747	CODEMONKEY STUDIOS INC	SORIA	Matls/Sup - Instructional	700.00
P20-01748	School Tech Supply	Pupil Srvs	COMPUTER SUPPLIES	405.10
P20-01749	ESGI	CURREN	mat/sup - instructional	1,575.00
P20-01750	ZANGLE NATIONAL USER'S GROUP Q USERS EXPERIENCE, QUE, ZNUG	IT	Conf/Travel	1,575.00
P20-01751	CABE VTA CO CHAPTER ATTN SOLED AD MOLINAR	DRIFFILL	CONF-instructional	1,950.00
P20-01752	MobyMax, LLC	KAMALA	SFTW/APPS-INST	2,495.00
P20-01753	Gopher Sport	FACILITIES	Equipment	2,717.06
P20-01754	Allconnected Inc	IT	Comp/Sup (LCAP 1:19)	4,134.00
P20-01755	School Tech Supply	ENGLISH LEARNE	Comp Supplies-LCFF	211.16
P20-01756	Printech	FREMONT	Materials and Supplies instructional	1,351.66
P20-01757	AMAE	ASES	SERV	140.00
P20-01758	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	520.43
P20-01759	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	449.80
P20-01760	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	832.69
P20-01761	Pete Vargas Vargas Signs	RITCHEN	MATL/SUP-Instructional	1,800.00
P20-01762	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,431.03
P20-01763	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,040.87
P20-01764	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,089.13
P20-01765	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,431.03
P20-01766	Cengage Learning, Inc	ERC	Textbooks	7,277.30
P20-01767	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Instructional)	19.56
P20-01768	Ccp Industries	WAREHOUSE	Stores Supplies	795.20
P20-01769	EMPIRE CLEANING SUPPLY	WAREHOUSE	Stores Supplies	687.88
P20-01770	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	5,762.70
P20-01771	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,706.98
P20-01772	CABE	HR	Membership	90.00
P20-01773	NEW MANAGEMENT, INC	MCAULIFFE	MATL/SUPL-Instructional	77.72
P20-01774	Tolman & Wiker Ins	BUSINESS	CONST	5,300.00
P20-01775	Jordanos Inc	CNS	supplies	332.95
P20-01776	Amazon Com	MCKINNA	MATL/SUP-IINSTRUCTIONAL	392.78

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PO Number	Vendor Name	Loc	Description	Order Amount	
P20-01777	Ventura Co Office Of Education	MCKINNA	conf-instructional	20.00	
P20-01778	Ventura Co Office Of Education	MCKINNA	conf/-instructional	110.00	
P20-01779	Ventura Co Office Of Education	FREMONT	TRAVEL AND CONFERENCE (INSTRUCTIONAL)	75.00	
P20-01780	Amazon Com	MARINA	MATL/SUPL-Instructional	107.71	
P20-01781	Ventura Co Office Of Education	BREKKE	Serv-Instructional	400.00	
P20-01782	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	7.60	
P20-01783	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	949.15	
P20-01784	Sunrise Phys Therapy Svcs In	RISK MGMT	Ergo Supplies	1,508.74	
P20-01785	Monster Technology LLC	LEMONWOOD	MAT/SUPPLIES (ADMIN)	1,106.59	
P20-01786	Amazon Com	LEMONWOOD	MAT/SUPPLIES (instuctional)	24.64	
P20-01787	DOUBLETREE POMONA	ASSESS ACCOUN	CONF - AVID	1,695.82	
P20-01788	Underwood Family Farms	MCAULIFFE	SERV-Instructional	232.00	
P20-01789	Committee For Children	KAMALA	ONLINE SUBSCRIPTION-INSTR	219.00	
P20-01790	ACCELERATE LEARNING INC	MARSHALL	SFTW/APPS-Instruction	606.90	
P20-01791	United Airlines, Inc	ED SERVICES	CONF	287.60	
P20-01792	Southwest Airlines	ASSESS ACCOUN	Conf - Assessment	671.92	
P20-01793	Warehouse Discount Center	LEMONWOOD	MATLS/SUPL (ECDC)	400.74	
P20-01794	General Binding Corp.	SAN MIGUEL	MAINT	510.69	
P20-01795	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	100.12	
P20-01796	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	230.54	
P20-01797	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	98.75	
P20-01798	School Serv Of Calif Inc	BUSINESS	CONF	500.00	
P20-01799	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	729.73	
P20-01800	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	100.66	
P20-01801	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	126.44	
P20-01802	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	181.51	
P20-01803	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	609.09	
P20-01804	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	344.54	
P20-01805	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	1,370.57	
P20-01806	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	331.01	
P20-01807	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	328.53	
P20-01808	SOS Survival Products	RISK MGMT	Emergency Materials and Supplies	1,354.24	
P20-01809	Amazon Com	ASES	MATL/SUP	560.51	
P20-01810	ATRIUM FINANCE I, LP SACRAMENT O HOLIDAY INN	Pupil Svcs	CONF	323.04	
Total Number of POs			604	Total	3,165,683.66

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	558	2,529,033.72
120	CHILD DEVELOPMENT FUND	13	2,764.64
130	CAFETERIA FUND	19	321,852.72
140	DEFERRED MAINTENANCE FUND	1	4,460.00
213	BOND FUND MEASURE R 2012	1	.00
214	BOND FUND MEASURE D 2016	13	307,572.58
Total Fiscal Year 2020			3,165,683.66
Total			3,165,683.66

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-03240	26,333,943.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	181,326.00
P17-04255	1,851,005.00	214-6210	BOND FUND MEASURE D 2016/ARCHITECT/ENGINEERII	73,745.00
P18-01420	1,783,161.80	214-6210	BOND FUND MEASURE D 2016/ARCHITECT/ENGINEERII	61,105.00-
P18-04603	1,308,655.16	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	35,180.95-
P19-01655	822,488.96	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	11,711.88-
P19-05154	147,681.34	140-6173	DEFERRED MAINTENANCE FUND/SITE & LAND IMPROV	8,091.34
P20-00010	54,699.82	140-6173	DEFERRED MAINTENANCE FUND/SITE & LAND IMPROV	6,289.82
P20-00245	17,000.00	010-5632	GENERAL FUND/REPAIRS	924.00
P20-00307	2,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,600.00
P20-00319	7,500.00	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	1,500.00
P20-00471	20,271.40	140-6173	DEFERRED MAINTENANCE FUND/SITE & LAND IMPROV	4,631.40
P20-00642	1,115.51	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,115.51
P20-00744	1,115.51	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	371.83
P20-00767	2,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P20-00779	11,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	235.00
P20-00813	5,504.57	214-4300	BOND FUND MEASURE D 2016/MATERIALS AND SUPPL	5,446.37-
P20-00817	5,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,300.00
P20-00827	3,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P20-01126	24,300.00	251-5600	DEVELOPER FEES/RENTALS, LEASES AND REPAIRS	1,014.00
P20-01168	1,015.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	463.03-
Total PO Changes				171,736.67

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.

ESCAPE ONLINE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 23, 2019

Agenda Section: Section C: Consent Agenda

Approval to Attend Out-of-State Site Visit to the National Center for Teacher Residencies Institute in Seattle, Washington (Vaca/Bond)

Human Resources Department administrators, Dr. Jesus Vaca and Dr. Edd Bond, request approval to attend an out-of-state site visit to the National Center for Teacher Residencies Institute in Seattle, Washington from November 5, 2019 through November 8, 2019. The site visit is one of the signature learning experiences of the Institute's Teacher Residency Program. It allows participants to link theory and practice in order to gain knowledge from existing programs. During the institute visit, participants will have the opportunity to engage in a variety of site and classroom based learning experiences, such as observations, presentations, panels, and roundtable discussions.

FISCAL IMPACT:

Not to exceed \$1,000.00 for ground travel and meals, to be paid out of the Human Resources Recruitment fund.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, and the Director, Certificated Human Resources, that the Board of Trustees approve Dr. Vaca's and Dr. Bond's out-of-state site visit, as detailed above.

ADDITIONAL MATERIALS:

Attached: [NCTR Program Handbook \(25 pages\)](#)

NATIONAL CENTER FOR

**TEACHER
RESIDENCIES**

NCTR Program Handbook

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¹ The Program Handbook is a dynamic document that is subject to change, in order to respond in real time to your program's needs. The Program Handbook will live on NCTR's Teacher Preparation Portal and your NCTR lead consultant(s) will inform your program of any changes made during the course of the partnership.



Program Handbook Overview

Congratulations on joining the National Center for Teacher Residencies' 2019-2020 cohort! We are excited to begin our journey with you.

The NCTR Program Handbook is designed to introduce you to NCTR and to key programming components such as scope and sequence, systems and technology, and continuous improvement supports.

We invite you to familiarize yourself with the Program Handbook. Your NCTR lead(s) will review this as part of programming, and you will have the opportunity to ask questions.

This high-level resource serves as a guide to what you can expect and what you will accomplish during your programming with NCTR. This is distinct from the ongoing real-time agendas; meeting logistics; pre-work; and other operational items that you will engage with over the course of your partnership.

The Program Handbook is a dynamic document that responds to your evolving needs, and NCTR will alert you if/as we update its content.

The Handbook can also serve as a model for your creation and/or updating of induction documents and resources.

We are excited to welcome to you to the New Site Development program, and we hope this Program Handbook will provide the answers to your questions. Please don't hesitate to reach out to your leads should you need further assistance.



Letter from the CEO and Founder

Welcome to NCTR and New Site Development Program

July 1, 2019

The National Center for Teacher Residencies (NCTR) is thrilled that you have joined our 2019-20 New Site Development Program. We know that this partnership is just the beginning of a long relationship between you and NCTR, and we are excited to undertake this journey with you.

New Site Development programming presents a unique opportunity to develop your program across NCTR's research- and practice-based Standards for Effective Residencies, engage in this robust work with a cohort of your peers across the country, learn from and contribute to the field of clinically-oriented teacher preparation, and ultimately have the opportunity to join a network of other programs that benefit from over a decade of expertise, improvement, and professional learning as a community.

On behalf of us at NCTR, thank you for your commitment to your students, teachers, and communities, and to this work! We hope that this work will be both rewarding and transformative.

Sincerely,

A handwritten signature in black ink, appearing to read "Anissa Listak".

Anissa Listak
Founder & CEO, NCTR



About NCTR

Mission

NCTR advances a network of high-performing residency programs dedicated to preparing highly effective teachers that will transform educational practices nationwide.

Vision

Access to a quality teacher is a right for all children.

NCTR Overview

Launched in 2007, NCTR is the only organization in the nation dedicated to developing, supporting, and accelerating the impact of teacher residency programs. NCTR partners with school districts, charter management organizations, institutions of higher education, not-for-profits, and states to develop teacher residency programs as quality pipelines of effective and diverse new teachers.

NCTR currently partners with 36 existing and emerging teacher residency programs that support 50 high-need districts in 17 states. Data from the NCTR Network indicates that the residency model increases student achievement; prepares teachers for the rigors of high need schools; increases teacher retention (average three-year retention rate of 83%); generates high principal satisfaction rates; and increases the diversity of the local teacher corps.²

² *National Center for Teacher Residencies: Our Impact, 2019.*



Core Values

Preamble: NCTR is transforming teacher preparation nationwide to ensure all children have access to an effective teacher. Our core values reflect who we are as an organization and how we work with our clients and our community.

Solutions Oriented: We seek thoughtful and innovative solutions, embrace creativity, and pursue excellence.

Continuous Learning: We challenge ourselves, revisiting and expanding our thinking, learning from the field and each other, rewarding curiosity and acting with integrity.

Data Driven: We use data to understand the root cause of issues, implementing solutions that will have the greatest impact.

Diversity, Equity & Inclusion: We invite a diverse set of backgrounds, experiences and perspectives to the table, honor individual strengths, and build an inclusive environment committed to providing equitable opportunities for all.

Collaboration: We build strong relationships, thoughtfully collaborating in an assets-based way and having courageous conversations.

The Residency Model

Teacher residencies are the most comprehensive model of teacher preparation in the nation. Residencies play an important role in supporting district human capital strategies by creating a pathway that responds directly to the hiring needs of school districts. In addition, residencies provide career advancement for experienced teachers to act as mentors, while developing highly effective new teachers that are capable of impacting student achievement from the moment they enter the classroom as a teacher of record.

NCTR's residency model blends a rigorous full-year classroom apprenticeship for pre-service teachers with a carefully aligned sequence of academic coursework, either through an institution of higher education or other certification provider. Teacher residents experience extensive opportunities to learn how to teach by working alongside a mentor teacher in the district in which he/she will eventually work. Coursework is tailored to district context, with residents learning the district's core instructional initiatives and curriculum during the training year. Teacher residency programs typically require that candidates commit to teach for a minimum of three years, and often four years.



Programming and Services Overview

NCTR's programming and services build upon its research-based *Standards for Effective Residency Programs*³, which define the design and implementation targets of high performing programs, and identify the benchmarks for program development. NCTR programming and services are offered to emerging and existing teacher residency programs.

Strategic Consulting Services

All NCTR's consulting services capitalize on the knowledge gained from years of developing effective, clinically-rich residency programs that prepare teachers committed to improving student achievement in high-need, urban schools. Emerging residencies can participate in NCTR's Residency Foundations, New Site Development Program (NSD), or targeted support services.

NCTR Network

Since 2007, NCTR has offered all Network partners access to high quality and relevant programming designed to strengthen and innovate their programs. NCTR offers its partners a tiered approach to Network programming to accelerate program impact and scale. Partners engage in results-focused, data-driven programming designed to achieve measurable, and shared, outcomes.

Policy and Advocacy

NCTR has a robust "Practice to Policy" agenda to build the movement around teacher residencies and highlight the core elements and data-driven best practices of high performing residency programs. NCTR works to (1) identify core policy issues that impact the field of teacher preparation; (2) coalition-build to impact policy and bring systemic change in teacher preparation; and (3) disseminate research on key findings and promote best practices from teacher residencies to the broader field of teacher preparation.

Research and Evaluation

NCTR's Research and Evaluation department focuses on the identification and dissemination of best and promising practices from teacher residencies. Recent publications include, *Building Effective Teacher Residencies* and *Clinically Oriented Teacher Preparation*, and capture the most effective components of the residency model and other kinds of clinical teacher preparation.

³ NCTR Standards identify, define, and describe the specific program competencies that are essential for a high-quality program.



Strategic Consulting: New Site Development

Partnership Expectations

A partnership with NCTR is a unique opportunity to develop a high performing teacher residency program. Programming is both virtual and in-person, and tackles the development of the core elements required to prepare effective teachers, in service to local district needs. NCTR offers individual support, as well as an innovative cohort-based experiences. NCTR partnership expectations are articulated below.

Partner Commitments

- A. Develop a teacher residency program consistent with NCTR's Standards for Effective Residencies, and producing effective teachers and mentors for its district/CMO collaborators that serve direct district/CMO need
- B. Appoint or allocate a Program Director or similar leadership position prior to the second institute led by NCTR, and using good faith efforts to fill the Program Director position should it become vacant during the NSDP
- C. Assemble a core planning team, led by the Program Director and with representation from all residency program partners (university, district, etc.), which will design and plan the residency program
- D. Use good faith efforts to ensure attendance of the core planning team at all site visits and institutes led by NCTR, and other staff, if applicable
- E. Schedule and participate in bi-weekly calls with NCTR, as appropriate
- F. Meet or exceed all of the residency program development requirements
- G. Fully participate in the formative and summative assessments and program evaluation
- H. Allow NCTR to share partner materials or resources with other NCTR partner programs, excluding student data and financial data
- I. Participate in the development of a virtual professional learning community to codify and disseminate best practices from emerging residencies; contribute to a highly curated video library, including examples of resident/mentor co-teaching, mentor training, induction coaching, institutes and site visits, and mentor-resident meetings to examine student work and assess student data, and integrated coursework



NCTR Commitments

- A. Organize and lead guided learning experiences for individual programs and as a cohort
- B. Provide strategies, program guidance, curriculum, and resources to programs in a timely way
- C. Provide partner a customized cloud-based portal from which it can access content, utilize data collection and visualization tools, communicate with NCTR and peer participants, and find other shared knowledge and resources to strengthen program design and implementation
- D. Provide continuous improvement assessments to evaluate program design, implementation, and impact against a set of outcomes and indicators
- E. Offer programming aligned with NCTR Standards
- F. Use research and data to support state and national public policy advocacy efforts aimed at driving the sustainability and expansion of the teacher residency model



Strategic Consulting Services

Strategic Consulting Services build upon NCTR's research-based *Standards for Effective Residency Programs*, which define the design and implementation targets of high performing residency programs, and identify the benchmarks for program development. While Residency Foundations⁴ has a variable timeline in line with partners' needs, other programming consists of a one- or two-year engagement.

Programming consists of:

- I. **Institutes:** Institutes provide a structured series of multi-day sessions that engage participants to analyze, design, and execute on the core components of a high-quality residency or other clinically-oriented teacher preparation program. The institutes utilize a conference-type setting whereby NCTR delivers its standards-aligned programming, providing real-time support to partners. Throughout the institutes, programs will delve deeply into partnership development and sustainability, teacher candidate and teacher educator recruitment and selection, and the integration of theory and practice in a clinical model.
- II. **Demonstration Site Visit:** Participating partner staff visit an NCTR partner program, where they observe residents and mentor teachers and engage in roundtable discussions focused on best practices and lessons learned.
- III. **Ongoing Supports/Virtual Consultation:** NCTR provides data-based support linked to the institutes by addressing the specific design needs of each program as they execute on the core components of a teacher residency/clinical preparation model. Multiple assessment and evaluation measures are implemented across the program to assess impact and continuous improvement, and provide participants with real-time feedback on program progress.

Throughout Strategic Consulting programming, NCTR utilizes a “gateway system” to ensure the high-quality development of each participating program. Gateways are designed to provide formal checkpoints for NCTR to evaluate a program's progress. Each gateway is a research-based multiple measure performance assessment that requires sites to submit program data and deliverables. NCTR leads conduct a thorough analysis of program data and deliverables and convene program leadership to provide formal feedback and improvement strategies.

⁴ The Residency Foundations Program is designed to support programs as they assess residency program alignment with the human capital ecosystem of the district, identify high-quality teacher preparation partners, and ensure that all parties clearly understand their roles and responsibilities.



New Site Development Program Scope and Sequence

Year 1 Programming

Year One services focus on developing an innovative and impactful teacher residency program in service to local districts.

Welcome Webinar	Overview of NCTR and New Site Development Program (NSDP)
Duration	Webinar in August 2019
Location	Virtual
Required Team	Residency Design Team
Overview of Institute	This webinar provides a comprehensive overview of NCTR’s role, the role of the partner, and the support that will be given throughout the NSDP.

Institute I	Program Vision, Partnership, and Assessments/Evaluation
Duration	1-2 days in September 2019
Location	Onsite with Program
Recommended Team	Program Director, Residency Partners, and Local Stakeholders
Overview of Institute	Participants launch their program design and development efforts locally, articulate the value proposition of the residency, and develop a shared mission and vision. Participants will create the program management structures needed to facilitate the design and delivery of an effective residency program.

Institute II	Effective Residents, Mentors, and Training Sites
Duration	1-2 days in October 2019
Location	California
Recommended Team	Program Director, Residency Design Team
Overview of Institute	Participants develop an integrated resident, mentor, and training site recruitment and selection plan that aligns to district needs and goals. Participants identify innovative strategies to attract a large pool of highly skilled and diverse mentors and residents for hard-to-staff schools and in subject areas where teachers are in short supply.

Institute III	Demo Site Visit: Core Components of the Residency Model
Duration	2 days in November 2019
Location	Model Residency Program (exact location TBD)
Recommended Team	Program Director, Residency Design Team



Overview of Institute	Participants engage in a variety of site- and classroom-based learning experiences at a model residency program. This includes classroom observations, presentations, panels, and roundtable discussions. Participants analyze the structure and content of an effective residency program, with particular attention paid to the clinical components of the residency model that are most instrumental in driving new teacher effectiveness.
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Institute IV	Residency Year Curriculum
Duration	2 days in January 2020
Location	Chicago, IL
Recommended Team	Program Director, Residency Design Team
Overview of Institute	Participants learn about the close integration of theory and practice characteristic of residency programs, as well as the content, pedagogy, and sequence of a high-quality curriculum. Mapping backwards from the local teacher effectiveness framework, participants develop a competency-based teacher preparation program that supports the development of highly effective teachers of record. Hallmarks include: resident priority practices, assessment gateways, tight alignment of course work and clinical experience within the gradual release, and development and evaluation of teacher educators.

Institute V	Program Launch
Duration	1-2 days in April-May 2020
Location	Onsite with Program
Recommended Team	Program Director, Residency Partners, and Local Stakeholders
Description of Institute	NCTR staff conducts a comprehensive Program Inventory using data to identify successes and challenges with program design and development efforts to date, and to ensure that key design components are in place for a successful program launch.



Continuous Improvement: Assessment and Evaluation Supports

NCTR is deeply committed to ensuring the quality and effectiveness of new sites launched through our New Site Development Program. We have developed evaluation tools and supports that assess the capacity of a site to launch and sustain an effective residency program. As a continuous learning organization, we gather and use ongoing feedback from sites to inform the improvement of our strategic consulting services. Please find an overview of the assessment and evaluation supports below.

Assessment/ Evaluation	Description
I. Performance Gateways	NCTR has designed performance gateways, as formal checkpoints, to evaluate a program's progress. Each gateway will include a thorough analysis of a program's data and deliverables. At each of the gateways, NCTR will meet with the Program Director and/ or Design Team to provide formal feedback.
II. Program Inventory	At the conclusion of each year of programming, NCTR staff will collaborate with programs to conduct a comprehensive program inventory to ensure that key design components are in place for a successful launch and determine entry into NCTR's Network. The Program Inventory includes a summative analysis report of design deliverables and gateways to date
III. Institute and Strategic Consulting Surveys	As a learning organization, NCTR continually seeks to gather data to improve strategic consulting services. At the conclusion of each of the institutes, programs are asked to provide formal feedback to NCTR. Programs will also be asked annually to evaluate the overall effectiveness of strategic consulting support they receive from NCTR.
IV. Network Readiness Assessment	If sites participate fully in NCTR programming/ consulting, meet NCTR's standards, and pass through performance gateways, they will become partners of the NCTR Network.

Contracts and Finance

NCTR's Contracts and Finances processes are overseen by Jenna Caldwell, Director of Talent and Operations, jcaldwell@nctresidencies.org and Chris Lozier, Chief Operating Officer, clozier@nctresidencies.org. Jenna Caldwell will initiate contact with the main Contracts and Finance liaison that your team has identified in order to begin the contracts and invoicing process. Your lead consultant will be included on these communications throughout the duration of the partnership.



Systems and Technology

NCTR Teacher Preparation Portal

Throughout your engagement with NCTR, your program will have access to NCTR's Teacher Preparation Portal (TPP). The TPP is a one stop source for your program's communications and programming. Through the TPP, your staff will:

- Access NCTR programming including Institutes, webinars, virtual working groups, and 1:1 consulting
- Participate in blended learning curriculum modules that include pre and post Institute best practice videos, exemplars from the field, and engagement activities
- Utilize NCTR's suite of sophisticated tools and technologies to support data analytics
- Collaborate and learn from other clinically oriented teacher preparation programs from across the country

Virtual Learning and Consulting Programs

Over the course of your partnership, you may engage with your NCTR leads using several different types of virtual learning and consulting programs. They are:

Zoom: Virtual learning platform that we will primarily use for cohort webinars like e-orientation and/or Residency Foundations. Zoom includes breakout rooms and the ability to record sessions.

Google Hangouts: Virtual platform that we may occasionally use at partner's request for video and audio conferencing.



Appendices

- I. NCTR Standards for Effective Residencies
- II. NCTR Contacts
- III. Glossary of Terms



Appendix I
NCTR Standards for Effective Teacher Residencies

Annually, NCTR revises its standards to incorporate best practices and learnings from the field of teacher residencies and teacher education. The *Standards for Effective Residences* are guideposts for the development of high performing programs that prepare and retain effective teachers. All of NCTR’s technical assistance and programming is mapped to and from these standards.

COMPETENCY AREA I: PARTNERSHIP & PROGRAM SUSTAINABILITY	
STANDARD 1 Residency programs are partnerships among school districts, universities, and other stakeholders to prepare and retain effective teachers.	
GOALS	INDICATORS
Goal 1 Program prepares teachers in direct response to student and district needs.	<ul style="list-style-type: none"> A. Program uses district, state, and other data to identify and address teacher quality needs and shortage areas (i.e., subjects, grade levels, teacher diversity). B. Program partners have the capacity to meet district hiring needs. C. Program is explicitly integrated into district and university strategic plans.
Goal 2 Program develops a strategic and sustainable revenue and cost model, with clear financial commitments from each partner.	<ul style="list-style-type: none"> A. Program costs include the resources and personnel required for effective implementation. B. Program revenue includes multiple and diverse funding sources.
STANDARD 2 Residency programs are designed to achieve program impact and sustainability goals.	
GOALS	INDICATORS
Goal 1 Program partners develop and	<ul style="list-style-type: none"> A. Program has a governance structure that articulates specific roles, responsibilities, systems, structures,

<p>implement a shared vision.</p>	<p>and decision-making processes across all partners.</p> <p>B. Program collaboratively develops impact and sustainability goals.</p> <p>C. Partners commit to continuous evaluation of program impact and sustainability goals.</p>
<p>Goal 2 Program employs a design and management structure to achieve goals.</p>	<p>A. Program staff is hired and organized to address the design and implementation needs of the residency program.</p> <p>B. Partners guarantee access and support to/from leadership at different levels of all engaged organizations.</p> <p>C. Partners commit the necessary resources to operationalize the program (personnel, financial, other).</p>

STANDARD 3
Residency programs are continuous learning organizations that use data to drive improvement.

GOALS	INDICATORS
<p>Goal 1 Program establishes clear targets and metrics for measuring program impact and sustainability.</p>	<p>A. Program implementation and progress toward goals are monitored through a data collection and management system.</p> <p>B. Program annually reports impact data to all stakeholders and constituents.</p> <p>C. Program annually evaluates targets and metrics and makes necessary revisions.</p>
<p>Goal 2 Program uses data to improve resident, graduate, and teacher educator effectiveness.</p>	<p>A. Program utilizes a multiple measures approach to assess resident, teacher educator, and graduate effectiveness.</p> <p>B. Program engages multiple stakeholders in data collection, sharing, mining, analyzing, and reporting.</p>

COMPETENCY AREA II:

RECRUITMENT AND SELECTION	
STANDARD 1 Residency program training sites promote a culture of learning, achievement, and growth for residents, teachers, and students.	
GOALS	INDICATORS
Goal 1 Program recruits, selects and retains training sites.	A. Program recruits, selects, and retains training sites aligned to program impact and sustainability goals. B. Program clearly defines roles, responsibilities, and allocation of resources for training sites.
STANDARD 2 Residents learn from and with teacher educators who demonstrate the knowledge, skills, and strategies of effective teachers, coaches, and instructional leaders.	
GOALS	INDICATORS
Goal 1 Program recruits, selects and retains teacher educators.	A. Program develops ongoing recruitment effort that targets teacher educators with a track record of positively impacting student achievement. B. Program clearly defines roles, responsibilities, and compensation for teacher educators. C. Program develops and utilizes teacher educator selection criteria aligned to program impact goals.
STANDARD 3 Residents demonstrate the competencies and knowledge requisite for entry into a teacher residency program.	
GOALS	INDICATORS
Goal 1 Program recruits, selects and retains residents to address identified district needs.	A. Program develops ongoing recruitment effort that attracts teacher candidates with deep content knowledge and a commitment to teaching high need students. B. Program develops clearly defined roles, responsibilities, and financial package for residents.

	C. Program develops and utilizes research-based resident selection criteria that are aligned to program impact goals.
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**COMPETENCY AREA III:
RESIDENCY YEAR EXPERIENCE**

STANDARD 1
Residency programs prepare residents to become student-ready teachers of record.

GOALS	INDICATORS
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<p>Goal 1 Residents learn the competencies of an effective teacher.</p>	<ul style="list-style-type: none"> A. Program determines the competencies of an effective teacher. B. Program develops and provides residents with integrated clinical experiences and coursework. C. Program develops and provides residents with multiple opportunities to learn, rehearse, enact and reflect on the competencies of an effective teacher.
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<p>Goal 2 Program improves resident effectiveness.</p>	<ul style="list-style-type: none"> A. Program builds and implements performance benchmarks to assess resident effectiveness. B. Program provides residents with feedback on development and competence.
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STANDARD 2
Teacher educators prepare residents to become student-ready teachers of record.

GOALS	INDICATORS
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<p>Goal 1 Teacher educators guide residents to develop the competencies of an effective teacher.</p>	<ul style="list-style-type: none"> A. Program determines the competencies of an effective teacher educator. B. Program pairs residents with effective teacher educators in a clinical setting, full-time, for one academic year. C. Teacher educators provide residents with multiple opportunities to learn, rehearse, enact and reflect on the competencies of an effective teacher.
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<p>Goal 2 Program collects and uses data to improve teacher educator effectiveness.</p>	<ul style="list-style-type: none"> A. Program builds and implements performance benchmarks to assess teacher educator development and competence. B. Program provides teacher educators with consistent feedback on development and competence, and targeted training. C. Program shares and analyzes teacher educator and resident data with all stakeholders to improve program design and implementation.
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**COMPETENCY AREA IV:
GRADUATE IMPACT**

STANDARD 1

Residency program provides graduates support in job placement, induction, and practice improvement either through direct support or a professional peer network.

GOALS	INDICATORS
<p>Goal 1 Program graduates improve student achievement.</p>	<ul style="list-style-type: none"> A. Program creates and implements a graduate hiring strategy aligned to district needs. B. Program graduates are hired and retained as teachers of record in district-identified high need schools or positions. C. Program utilizes graduate effectiveness data to provide ongoing and differentiated feedback and professional development to program graduates. D. Program develops and maintains a robust alumni network among graduates.

STANDARD 2

Residency programs provide graduates with professional growth support and encouragement to multiply their impact.

GOALS	INDICATORS
<p>Goal 1 Program graduates are teacher</p>	<ul style="list-style-type: none"> A. Program provides opportunities for graduates to become trained as teacher educators.

<p>leaders in the district.</p>	<p>B. Program engages graduates in a robust alumni network to develop the skills required to take on other school-based leadership roles.</p>
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Appendix III NCTR Contacts

First	Last	Role	Email
Tamara	Azar	Chief External Relations Officer	tazar@nctrresidencies.org
Rosemary	Baker	Associate Program Director	rbaker@nctrresidencies.org
Shannon	Black	Program Director	sblack@nctrresidencies.org
Christine	Brennan Davis	Program Director	cbrennandavis@nctrresidencies.org
Jenna	Caldwell	Director of Talent and Operations	jcaldwell@nctrresidencies.org
Sarah	Cohen	Associate Program Director	scohen@nctrresidencies.org
Kent	Fischer	Director of Communication	kfischer@nctrresidencies.org
Keilani	Goggins	Associate Director	kgoggins@nctrresidencies.org
Tabitha	Grossman	Director of Development and Partnership	tgrossman@nctrresidencies.org
Jessica	Heard	Chief of Equity and Inclusion	jheard@nctrresidencies.org
Emily	Herrick	Program Director	eherrick@nctrresidencies.org
Erica	Hines	Associate Director	ehines@nctrresidencies.org
Sudipti	Kumar	Program Director	skumar@nctrresidencies.org
Lourdes	Lafon	Associate Director of Operations	lreyes@nctrresidencies.org
Anissa	Listak	Founder and Chief Executive Officer	alistak@nctrresidencies.org
Chris	Lozier	Chief Operating Officer	clozier@nctrresidencies.org
Anne	Matz	Program Director	amatz@nctrresidencies.org
Jill	Harvieux Pitner	Chief Innovation Officer	jpitner@nctrresidencies.org
Carrie	Scheib	Director of Data and Impact	cscheib@nctrresidencies.org
Wayne	Shen	Associate Director of Operations and Finance	wshen@nctrresidencies.org



Appendix IV Glossary

CMO: Charter Management Organization, a non-profit entity that manages two or more charter schools.

Clinically-Oriented Teacher Preparation: One of the key components that define a residency program. Intensive pre-service preparation focused on student needs – residents’ yearlong, school-based preparation experience. Typically, residents begin coursework in the summer months, then are paired with a mentor and in schools before the first day of student classes begins. The apprenticeship is key to exposing new teachers to the ebb and flow of the school year, understanding the standards and expectations for student learning, forming personal relationships with students and families, and experiencing the year as it naturally unfolds. There is a gradual release of responsibility that details how a resident takes on increasing amounts of responsibility for leading the classroom, from planning an activity, to designing a lesson, to leading instruction and assessing student learning. Throughout the year, residents experience a cycle of learning a skill, practicing, and receiving feedback and coaching before practicing again.

High-Need: The term high-need (which may be in reference to schools, students, or subject areas) is based on the partner district-defined definition of “high-need.” The district’s metrics in identifying high-need schools or students should be used as a point of reference when answering questions that include this term.

IHE: Institution of Higher Education (e.g., colleges, universities, etc.).

Mentors: experienced teachers who work with the Residents in their classroom on a daily basis.

- **Course Instructors** teach courses in the Residency curriculum.
- **Resident Coaches** are experienced professionals who provide ongoing support to Residents in the form of resident observations/debriefs.

It is highly possible that a staff member may span more than one of these classifications. For example, a resident coach may also be a course instructor. Text boxes exist throughout the NCTR Diagnostic so that you can explain these program-specific distinctions and nuances.

Partner Schools: Unless otherwise specified, the term "partner school" denotes training sites - where residents learn - and hiring sites - where they teach as full teachers of record. At times, a question may pertain to a particular partner school "type", specified in the question text.

Perception Data: Unless otherwise specified, the term perception data denotes qualitative feedback provided by a stakeholder in the form of surveys, focus groups, or interviews.

Program Development Plan: The Program Development Plan (PDP) will act as a work plan that articulates where and how programs would like to improve by setting annual program goal(s), determining the supports needed to reach those goals, and identifying the measures that will be used to assess progress towards meeting the goals.



Program Gateway: Program Gateways ensure the high-quality development of each participating program. Gateways are designed to provide formal checkpoints for NCTR to evaluate a program’s progress. Each gateway is a research-based multiple measure performance assessment that requires sites to submit program data and deliverables. NCTR consultants conduct a thorough analysis of program data and deliverables and convene program leadership to provide formal feedback and improvement strategies.

Program Partners: “Program partners” refers to the entities that have come together to start, manage, and lead the Residency Program. In general, partners usually include the program itself, the school district, and the degree-granting university.

Resident: Aspiring teacher-in-training, who works in the classroom with his or her mentor, gradually moving from an observational role to a lead teaching role; completes undergraduate or master’s level coursework; and is generally evaluated through course grades, performance-based assessments, and projects based on a combination of research and experience in the classroom.

Resident Gateway: Programs’ assessment system of residents’ progress and classroom readiness, that is comprised of an integrated set of evaluations. Key decisions about residents’ progress and successful completion of program requirements are based upon multiple performance-based measures that are grounded in professional teaching standards and domains of professional practice.

Scaling: Programs engage in defining what scale means at what pace it moves within their contexts. For example, some programs focus exclusively on significantly increasing the number of residents trained; others will more incrementally increase the number of residents trained and instead broaden program impact by expanding the number of teachers placed in a particular school building; still others may choose to expand the number and types of partners with whom they work, or content areas and grade levels served.

Student Learning Outcomes: Student Learning Outcomes is used to describe student achievement data at the classroom, school, and/or district level.

Teacher Educators: The term teacher educator refers to PREK-12 mentors, program coaches, and course instructors/faculty who work with residents.



Teacher Effectiveness: A combined set of dimensions measured by various teaching licensure systems and identified by the research base, which include teacher knowledge of teaching and learning, subject matter knowledge, and experience.⁵

⁵National Council for Accreditation of Teacher Education (NCATE) (2017). Retrieved June 26, 2017: <http://www.ncate.org/Public/ResearchReports/TeacherPreparationResearch/WhatMakesaTeacherEffective/tabid/361/Default.aspx#anc1>.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 23, 2019

Agenda Section: Section C: Consent Agenda

Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, First Quarter (Vaca)

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district during the quarter indicated above.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the 2019-20 Quarterly Report on Williams Uniform Complaints, first quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report Oct 2019 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2019-20

District: Oxnard School District

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **October 2019 (7/1/19 to 9/30/19)**

Date for information to be reported publicly at governing board meeting: **October 23, 2019**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Karling Aguilera-Fort

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 23, 2019

Agenda Section: Section C: Consent Agenda

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

Establish

a five hour and forty five minute 183 day Paraeducator II position number 9745 to be established in the Special Education department. This position will be established to provide additional support.

Increase

a five hour 183 day Paraeducator III position number 2682 to be increased to 5.75 hours in the Special Education department. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Paraeducator II - \$28,679.00 Special Education Funds

Cost for Paraeducator III - \$1,278.00 Special Education Funds

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: October 23, 2019

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 102319 \(two pages\)](#)

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

Edwards, Danielle	Special Ed. Manager	October 21, 2019
Kasamis, Rosalind	Teacher	September 9, 2019
Mejia, Emmanuel	Counselor	October 15, 2019
Miller, Linda	Teacher, RSP	October 7, 2019
Park, Faith	Speech Language Pathologist	October 15, 2019
Lopez, Mairely	Substitute Teacher	2019/2020 School Year
Serros, Brian	Substitute Teacher	2019/2020 School Year

**Intervention Services
Provider (less than 20
hours per week not to
exceed 75% or 135 days a
year**

Arevalo, Dayna	Harrington	October 7, 2019
Avalos, Valentina	Chavez	October 1, 2019
Colton, Ilene	Sierra Linda	October 7, 2019
Harward, Jamie	Sierra Linda	October 7, 2019
Varav, Sally	Ritchen	September 26, 2019

Promotion

Torres, Gabriela	Assistant Principal	October 7, 2019
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CLASSIFIED PERSONNEL ACTIONS

October 23, 2019

New Hire

Galloup, Matthew	Child Nutrition Worker, Position #1704 McKinna 5.0 hrs./185 days	10/07/2019
Moraga, Yvonne E	Child Nutrition Worker, Position #1982 Marina West 4.0 hrs./185 days	10/07/2019
Placencia, Alyssa	Paraeducator II, Position #9199 Special Education 5.75 hrs./183 days	10/07/2019
Ybarra, Patrice M	Child Nutrition Worker, Position #6409 Itinerant/McKinna 5.0 hrs./185 days	10/07/2019

Limited Term

Calupe, Leanne Q	Child Nutrition Worker (substitute)	09/26/2019
Coria, Crystal Q	Paraeducator (substitute)	09/18/2019
Cruz, Camille A	Paraeducator (substitute)	09/17/2019
Duarte, Andrea	Campus Assistant (substitute)	10/01/2019
Herrera, Laura	Clerical (substitute)	09/26/2019
Jones, Valeria E	Clerical (substitute)	10/01/2019
Lopez, Allyssa M	Clerical (substitute)	10/01/2019
Manning, Betty J	Clerical (substitute)	09/25/2019
Pacheco Perez, Brenda G	Paraeducator (substitute)	09/10/2019
Ramos, Rosalina	Campus Assistant (substitute)	10/02/2019
Rodas, Brianna	Campus Assistant (substitute)	10/09/2019
Sanchez, Briana C	Child Nutrition Worker (substitute)	09/30/2019

Exempt

Amador, Yolanda	AVID Tutor	10/02/2019
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Transfer

Acevedo Sanchez, Margarita	Campus Assistant, Position #6506 McAuliffe 4.0 hrs./180 days	08/29/2019
	Campus Assistant, Position #2976 Driffill 2.83 hrs./180 days	10/01/2019

Layoff

Garcia, Martha V	Family Liaison, Position #2431 Ed. Services 6.0 hrs./180 days	07/29/2019
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Retirement

Boyagian, Elena M	Accountant/Internal Auditor, Position #1729	07/31/2002-02/01/2020
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Academic Agreement

Approval of Amendment #1 to Agreement #19-14 – Center for Teaching for Biliteracy (DeGenna/Fox)

At the Board meeting of June 5, 2019, the Board of Trustees approved Agreement #19-14 with Karen A Beeman, dba/Center For Teaching for Biliteracy, LLC, to provide professional development in Dual Language to District Administration, Teachers and staff during the 2019-2020 school year in the amount of \$97,100.00.

Amendment #1 in the amount of \$3,000.00 is required in order to stay on schedule with the curriculum roll-out and add an extra day of training. This brings the total agreement amount for the 2019-20 school year to \$100,100.00.

FISCAL IMPACT:

\$3,000.00 - Title 1

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #19-14 with the Center for Teaching for Biliteracy.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(2 Pages\)](#)
[Agreement #19-14 - Center for Teaching for Biliteracy \(2 Pages\)](#)



Agreement

The Center for Teaching for Biliteracy (hereinafter referred to as the Contractor) and Oxnard School District (hereinafter referred to as the “District”) desire to enter in this Agreement subject to the following terms and conditions:

1. Scope of Services: and 2. Consultant fee and expenses:

Biliteracy Professional Development Plan

Date	Consultants	Activity	Fees
October 24, 2019	Melody Wharton	Full day of professional development for dual language principals and district office personnel on how to support the roll out of K and 1 biliteracy units.	\$3000
Total			\$3000

3. Independent Contractor.

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the Contractor’s services will be consistent with generally accepted industry standards for the Contractor’s customary services and products; and
- c. Pay the Contractor only the compensation state in Paragraph 2; and
- d. Terminate the Contractor’s current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
- e. Provide more than minimal training for the Contractor; and
- f. Provide tools or benefits to the Contractor; and
- g. Combine its business operations in any way with the Contractor’s business, but instead both Parties will maintain their own operations as separate and distinct.

4. Intellectual Property. Neither party shall acquire any rights, either expressed or implied, to the intellectual property of the other unless expressly acknowledged in writing as a “Work For Hire” in this Agreement or another written Agreement between the parties.

5. No Construction Against Drafting Party. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

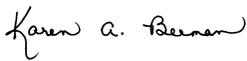
7. Termination of Agreement. Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

8. Cancellation In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0.

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$ 3000.00

Center for Teaching for Biliteracy,
An Illinois corporation

By:



Karen Beeman, Manager September 23, 2019

Oxnard School District

Lisa A. Franz, Director, Purchasing date _____

Signature _____



Center for Teaching for Bilingual Education
 PO Box 1174, Highland Park, IL 60035
teachingforbilingualitykb@gmail.com
www.TeachingForBilinguality.com

Agreement

The Center for Teaching for Bilingual Education (hereinafter referred to as the Contractor) and Oxnard School District (hereinafter referred to as the "District") desire to enter in this Agreement subject to the following terms and conditions:

1. Scope of Services: and 2. Consultant fee and expenses:

Bilingual Professional Development Plan

Date	Consultants	Activity	Fees
September 19, 2019	Olga Karwoski Melody Wharton Karen Beeman	1 day of Professional development for dual language bilingual teachers and administrators, 1 consultant	\$9,800
October 22, 2019	Karen Beeman and Melody Wharton	1 day of Professional development for dual language bilingual teachers and administrators, 2 consultants.	\$7,600
February 12 and 13, 2020	Olga Karwoski Melody Wharton Karen Beeman	2 days of Professional development for dual language bilingual teachers and administrators, 3 consultants.	\$20,500
March 31-April 2, 2020	Olga Karwoski Melody Wharton	3 days of Professional development for dual language bilingual teachers and administrators, 2 consultants.	\$28,800
May 19, 20 and 21, 2020	Olga Karwoski Melody Wharton Karen Beeman	3 days of Professional development for dual language bilingual teachers and administrators, 3 consultants.	\$30,400
Total			\$97,100

3. Independent Contractor.

The Contractor is retained solely for the purposes set forth in this Agreement and shall at all times have the status of an Independent Contractor. The parties agree that the District will not:

- a. Require the contractor to work exclusively for the District; and
- b. Establish a quality standard for the Contractor, or oversee the actual work or instruct the Contractor as to how the work is to be performed, except the Parties agree as stated in Paragraph 1 that the

www.TeachingForBilinguality.com

February 13, 2019

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- Contractor's services will be consistent with generally accepted industry standards for the Contractor's customary services and products; and
- c. Pay the Contractor only the compensation state in Paragraph 2; and
 - d. Terminate the Contractor's current services for particular work the Contractor accepts from the District unless the Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement; and
 - e. Provide more than minimal training for the Contractor; and
 - f. Provide tools or benefits to the Contractor; and
 - g. Combine its business operations in any way with the Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.

4. Intellectual Property. Neither party shall acquire any rights, either expressed or implied, to the intellectual property of the other unless expressly acknowledged in writing as a "Work For Hire" in this Agreement or another written Agreement between the parties.

5. No Construction Against Drafting Party. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

7. Termination of Agreement. Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. Termination of this Contract shall not relieve either party of its obligation to pay amounts due, or to give any credit due, for services rendered prior to the effective date of a breach of contract or termination.

8. Cancellation In the event the District terminates this Agreement without cause more than 30 days before the commencement date, the District shall pay a cancellation fee to Contractor in the sum of \$ 0.

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$ 3000.00

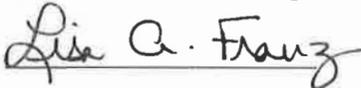
Center for Teaching for Biliteracy,
An Illinois corporation

By:



Karen Beeman, Manager
February 13, 2019

Oxnard School District Signature



date 6-7-19

Lisa A. Franz, Director, Purchasing

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February 13, 2019

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

**Approval of Amendment #1 to Agreement #19-34 - Therapy Travelers
(DeGenna/Madden)**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-34 with Therapy Travelers, in the amount of \$580,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

Amendment # 1, in the amount of \$650,000.00, will increase the number of supplemental staff hired to fill current vacancies, for a new total agreement amount of \$1,230,000.00.

FISCAL IMPACT:

Not to Exceed \$650,000.00 - 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 Amendment #1 to Agreement #19-34 with Therapy Travelers.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 - Therapy Travelers \(1 Page\)](#)
[Agreement #19-34 - Therapy Travelers \(10 Pages\)](#)

**Amendment #1 to Agreement #19-34 with
Therapy Travelers
October 23, 2019**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-34 with Therapy Travelers, in the amount of \$580,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

Amendment # 1, in the amount of \$650,000.00, will increase the number of supplemental staff hired to fill current vacancies, for a new total agreement amount of \$1,230,000.00.

THERAPY TRAVELERS:

By: _____
Maria Lankenau, Vice President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OSD AGREEMENT #19-34



Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the July 1st, 2019 (the "Effective Date"), by and between 3Chords Inc., a California corporation d/b/a TherapyTravelers ("TherapyTravelers"), and Oxnard School District (the "Client").

1. Services and Staffing Confirmation

(a) Subject to availability, TherapyTravelers will provide the services of one or more Rehabilitation Therapist Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). In order to initiate Services pursuant to this Agreement, the Client shall provide TherapyTravelers with a request (via telephone, email, facsimile, in person, or mail) describing the Services needed in reasonable detail. TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide the requested Services, a confirmation of and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A.

(b) Each Staffing Confirmation Agreement is incorporated herein by this reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client agrees to promptly execute and return a copy of each Staffing Confirmation Agreement to TherapyTravelers; provided, however, that if the Client fails to execute the Staffing Services Agreement, its acceptance of the terms thereof may be evidenced by its approval of the assigned Associate's weekly timesheet or electronic timekeeping record. All Services become subject to this Agreement when TherapyTravelers accepts the Client's request for Services by issuing a Staffing Confirmation Agreement or providing the Services.

(c) The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to a Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job related medical condition or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(b) The Client acknowledges that TherapyTravelers usually checks references on Associates only by asking specific questions to select past employers with regard to skills and work history before TherapyTravelers places an individual on his or her first assignment. TherapyTravelers has not engaged in any verification process other than this initial reference check (e.g., TherapyTravelers has not screened for drug use, administered a medical exam or conducted criminal background or credit checks).

(c) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(d) The Client agrees to provide safe working conditions and will orient all TherapyTravelers employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate.

(e) The Client hereby acknowledges and agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for its business. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state and local laws. Federal law defines overtime as hours in excess of 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative for verification and approval at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. In the event that the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether or not legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wagers for

workers and/or related tax, benefit and other costs. TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date specified by TherapyTravelers.

(d) Invoices submitted by TherapyTravelers to the Client shall include all sales, use or similar taxes that are imposed by state or local law on the amounts to be paid by the Client to TherapyTravelers pursuant to this Agreement, and the Client shall pay to TherapyTravelers the amount of all taxes so included on any invoice.

(e) Consistent with applicable Federal, state and local laws, the Client agrees to investigation from time to time by TherapyTravelers of the Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. TherapyTravelers reserves the right to refuse to enter into this Agreement or immediately cancel this Agreement, in its sole discretion based on the results of the credit history inspection. TherapyTravelers reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) Neither the Client, nor its subsidiaries or affiliates, may, directly or indirectly, hire, offer employment to, or otherwise use the Services of any Associate or former Associate who has performed Services for Client equaling less than 1,500 hours at the Client's facility within the past twelve (12) months. The Client may elect to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, subject to payment of a fee equal to thirty five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility.

(c) TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(d) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate, and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer.

(e) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty three percent (33%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) Replacement Policy: If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a reasonable attempt to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the

terms of this Agreement and pay invoices for hours actually performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

On short-term assignments (i.e., one to fourteen days), cancellations must be made six (6) business days prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is payable to TherapyTravelers for any cancellation made with less than six (6) business days notice. On long-term assignments (i.e., two or more weeks), Client must provide twenty (20) in-session school days (work days) notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with less than twenty (20) in-session school days (work days) notice. For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect until terminated by either party. This Agreement shall be terminable by either party upon thirty (30) days written notice. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in the event that TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

Client: Oxnard School District
1051 S A St
Oxnard, CA 93030

TherapyTravelers: TherapyTravelers
 355 Redondo Ave.
 Long Beach, CA 90814

9. **Insurance, Indemnification and Limitation of Liability**

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

10. Miscellaneous

(a) Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

(b) Assignment. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

(c) Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

(d) Governing Law. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. All actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California.

(e) Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) Attorneys' Fees. In the event of any arbitration or other action arising out of or related to this Agreement, or any Staffing Confirmation Agreement, the prevailing party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

(g) Authority. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

"TherapyTravelers"

3CHORDS INC.

A California Corporation

By: Maria Lankenau 7/18/2019

Maria Lankenau, Vice President

"OXNARD SCHOOL DISTRICT"

By: Lisa A. Franz 6-20-19

Lisa A. Franz, Director, Purchasing

By extending a permanent or travel offer to a candidate that you have received from TherapyTravelers, you expressly agree to the terms and conditions of the Staffing Confirmation Agreement and the TherapyTravelers Staffing Service Agreement unless otherwise agreed in writing.



Oxnard School District - Rate Sheet for 2019/2020

TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist and School Nurses.

SLP	\$87-\$110
SLP - CFY	\$80-\$88
SLPA	\$70-\$78
School Psychologist	\$88-\$115
OT	\$87-\$110
COTA	\$70-80
PT	\$90-\$110
PTA	\$70-80
Assistive Tech	\$64-\$72
LPN	\$55-\$65
RN	\$68-\$80

*Mileage is billed at the current IRS rate

Our rates vary depending upon the scope of the contract, location, duration and available therapists. We can discuss them on a case by case basis.

Regards,

Maria Lankenau

Vice President

O: 888-223-8002 ext 813 F:

714-464-4461

www.therapytravelers.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement #19-132 – Restorative Justice Resource Services
(DeGenna/Ridge)**

Consultant will provide Restorative Justice Training to Administrative Staff and Teachers in the Oxnard School District during the 2019-20 school year.

FISCAL IMPACT:

Not to Exceed \$12,000.00 - Title II Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-132 with Restorative Justice Resource Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-132 - Restorative Justice Resource Services \(13 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-132

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of October 2019 by and between the Oxnard School District (“District”) and Restorative Justice Resource Services (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 7, 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.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Chris Ridge
 Phone: 805.385.1501, x2161
 Fax: 805.487.9648

To Consultant: Restorative Justice Resource Services
 PO Box 762
 Ventura, CA 93002
 Attn: Lyra D. Monroe
 Phone: 805.453.7219
 Email: rjcenter@yahoo.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.** **CHRIS RIDGE** 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:

RESTORATIVE JUSTICE RESOURCE SERVICES:

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 #19-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-132

SERVICES

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

Provide Restorative Justice Training during the period of January 7, 2020 through June 30, 2020.

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

N/A

III. During performance of the Services, Consultant will keep the District 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 #19-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-132

COMPENSATION

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

Total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), 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 \$12,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #19-132

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-132

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #19-132

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 #19-132

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-132

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, **RESTORATIVE JUSTICE RESOURCE SERVICES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-133 – Focus on the Masters (DeGenna/Serrano)

Focus on the Masters “Learning to See” Outreach Program will provide three (3) “Learning to See” (LTS) residencies of one lesson per class for 8 weeks. Each week, students are given a lesson on the work of a local artist followed by a hands-on activity that reflects the style of art produced by the local artist. Term of Agreement: October 24, 2019 through June 30, 2020.

FISCAL IMPACT:

Not to exceed \$1,500.00 – Supplemental Concentration Grant

RECOMMENDATION:

It is the recommendation of the Principal, Sierra Linda School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-133 with Focus on the Masters.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-133 - Focus on the Masters \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)



A Fine Arts Experience for Youth

·Provided by Focus on the Masters·

CONTRACT between FOTM and Sierra Linda Elementary

Contract Number	LTS312	For	3 residencies - 8 lessons each
Date of Contract	August 14, 2019		
School/Institution	Sierra Linda School	Phone #	(805) 385-1581
Site Address	2201 Jasmine St., Oxnard	CA	93036
Principal	Carmen Serrano	OfficeMgr	Ginny Whitt
Contact Person/Teachers	Charlene Bouvet		
# of Students	Up to 35 students per class	Grade	5th
Day of Instruction	tbd	Time	tbd
Instruction Starts	tbd	Ends	tbd
LTS Instructor	tbd	email	
LTS Fee	\$500 each	Total due	\$1500

This is an agreement for services hereafter described and subject to the following items and conditions:

1. **DESCRIPTION OF SERVICES:** 3 *Learning To See* (LTS) residencies of one lesson for 8 weeks each provided by Focus on the Masters' *Learning To See* Outreach to be provided during the 2019-2020 school year.
2. **All *Learning To See* lesson plans are proprietary to FOTM, and may not be copied or downloaded.**
3. **INSTITUTION RESPONSIBILITIES:**
 - Sign, date and return this contract to FOTM along with any paperwork required by institution. Please submit payment for invoice provided upon receipt.
 - An institution's staff member will be present in the classroom at all times.
 - A computer, projector & white screen will be ready for each lesson prior to the arrival of the LTS instructor.
 - If the host teacher needs to reschedule a class after the schedule has been agreed upon between FOTM and your institution, the LTS instructor will make every effort to reschedule, but may be unable to reschedule a class due to calendar conflict.
- **LTS INSTRUCTOR RESPONSIBILITIES:**
 - Lessons will be up to 60 minutes in length.
 - All supplies are provided, limited to a \$50 budget per residency.
 - If the LTS instructor is unable to attend due to illness or emergency and cannot arrange for a substitute LTS teacher, the LTS instructor will notify the school or institution as soon as possible and will reschedule the class at a mutually agreed upon date and time.

Please sign and return this contract upon receipt to:

Aimee French, Education Director · FOTM · Aimee@FocusOnTheMasters.com
 505 Poli St. Suite 310, Ventura, California 93001 · Ph: 805/653-2501

I have read and agree with the above information.

Lisa A. Franz, Director, Purchasing

Name of authorized INSTITUTION representative _____ Signature _____ Date _____

Aimee French, Education Director _____  _____ **8/14/19** _____

Name of authorized FOTM representative _____ Signature _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2019

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).

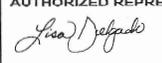
PRODUCER Charity One Insurance Agency, Inc. 680 East Alostia Avenue, Suite 104 Azusa, CA 91702	CONTACT NAME: PHONE (A/C, No, Ext): (626) 815-1550	FAX (A/C, No): (626) 815-1552
	E-MAIL ADDRESS: info@charityoneinsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nonprofits' Insurance Alliance of California		01184
INSURED Focus On The Masters 505 Poli Street Suite 310-312 Ventura, CA 93001	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LIQUOR LIABILITY \$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		2018-18583	12/8/2018	12/8/2019	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000							
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2018-18583	12/8/2018	12/8/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS HEREBY NAMED AS AN ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

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 
--	---

POLICY NUMBER: 2018-18583
Named Insured: Focus on the Masters

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Oxnard School District

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

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #19-137, Prismatic Magic LLC (DeGenna/Lepe)

Prismatic Magic LLC will provide one (1) assembly at Marshall School on Tuesday, December 10, 2019, that is part history lesson and part uplifting musical revival. Historical events, such as the Tuskegee Airmen and Dr. King's "I Have a Dream" speech are brought to life using vivid laser animations. Students participate throughout by singing to musical classics from Louis Armstrong, Cab Calloway, Chuck Berry, Ray Charles, and Aretha Franklin; artists who laid the foundation for today's popular music.

FISCAL IMPACT:

Not to exceed \$799.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-137 with Prismatic Magic LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-137 - Prismatic Magic LLC \(2 Pages\)](#)
[Invoice \(1 Page\)](#)
[Certificate of Insurance \(4 Pages\)](#)



The Agreement for the engagement is made on October 23, 2019 between Oxnard School District (herein after *CLIENT*) and *Prismatic Magic LLC* (herein after *VENDOR*).

LOCATION of the engagement: Thurgood Marshall School
2900 Thurgood Marshall Drive
Oxnard, CA 93036

DATE of the engagement: December 10, 2019

TIME(s) of the engagement: 2:00 - 2:40 PM

PROGRAM THEME SELECTED: BLACK HISTORY LASER TRIBUTE

EVENT FEE: \$799.00

SPECIFICATIONS/GENERAL TERMS:

Vendor and Client are aware and agree that:

- 1) No deposit is required; payment made to **PRISMATIC MAGIC LLC** is due the date of the engagement unless special circumstances apply. Special circumstances must be prearranged and agreed to in advance of the performance by all parties.
- 2) It is the responsibility of Client to ensure the selected location has the required darkness for the engagement.
- 3) The minimum power requirement is two 15-amp 120-volt lines from a standard source.
- 4) Client will provide Vendor access to the location a minimum of 1.0 hour prior to the scheduled start time and 0.5 hours following the conclusion of the event.
- 5) Client is responsible to ensure that any and all fire occupancy limits for the host venue are adhered to, and that the attendees maintain safe and orderly conduct. If Client fails to do so, Vendor reserves the right to cancel the event at any time in order to ensure the safety of all participants. Client is liable for 100% of the contracted fee if cancellation is necessary under these circumstances.

- 6) Client understands that for some programs, latex balloons may be used during the laser demonstrations. If the Client does not want latex used, Client must notify vendor via email to info@prismaticmagic.com at least two weeks in advance of the performance.

- 7) Unilateral cancellation by Client within 30 days of the scheduled performance is subject to a \$250 cancellation fee – i.e., cancellation prior to 30 days is without penalty. In the event of a cancellation by joint consent, each of the undersigned parties shall be solely responsible for its own incurred costs to that point and the Agreement is terminated.

- 8) Client understands that lasers are highly sophisticated and sensitive electronic equipment, and as such, may malfunction without warning. In the case of a major malfunction that results in the postponement of the performance, Vendor will make best effort to reschedule the performance. If Vendor fails to satisfy Client’s schedule, Client may elect to terminate this agreement.

- 9) In the event of unforeseen acts of God or other natural events, Vendor reserves the right to terminate this Agreement without penalty. In the event of school closing or inability to travel due to weather, the Parties will reschedule the event before the end of the school year.

- 10) Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision.

It is further understood that this Agreement contains the whole agreement between Client and Vendor and this document supersedes any other terms, obligations, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this contract, not expressly set forth herein. This Agreement shall be governed in accordance with the laws of the state of the performance.

Client's Signature

 N/A

Tax Exempt Number (if applicable)

Date



Prismatic Magic LLC

06-1578786

Prismatic Magic's FID / EIN

Please sign and mail to:
PRISMATIC MAGIC LLC
PO BOX 11678
FT WORTH, TX 76110-0678
 Or FAX to **(866) 779-7726**
 Or email to **info@prismaticmagic.com**

Ref: *Thurgood Marshall School*



Invoice Number: 2323202

Prismatic Magic Admin. Office
 PO BOX 11678
 Fort Worth, TX 76110-0678
 (866) 952-7376

August 20, 2019

Client

Thurgood Marshall School
 2900 Thurgood Marshall Drive
 Oxnard CA 93036

DATE	PROGRAM and SHOW TIME(S)	FEE
December 10, 2019	BLACK HISTORY LASER TRIBUTE 2:00 - 2:40 PM GLOW BRACELETS: <input type="text" value="0"/>	\$799.00 \$0.00
	BALANCE DUE:	\$799.00

*** PLEASE PROVIDE PAYMENT AT THE PERFORMANCE ***

THANK YOU!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2019

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 Felsen Insurance Services, Inc. 3155 Route 10, Suite 103 Denville NJ 07834		CONTACT NAME: Jeannette Vislocky PHONE (A/C, No, Ext): (973) 361-1901 E-MAIL ADDRESS: jvislocky@felsen.com FAX (A/C, No): (973) 361-2660	
INSURED Prismatic Magic LLC PO Box 11678 Fort Worth TX 76110		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 00914	

COVERAGES **CERTIFICATE NUMBER:** 2019-2020 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A	13WECPL7394	08/17/2019	08/17/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regarding event date 12/10/2019 at Thurgood Marshall School

CERTIFICATE HOLDER Oxnard School District 1501 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 
---	---



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
CPS3192746	07/16/2019	PRISMATIC MAGIC LLC	29004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE _____ DATE _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Academic Agreement

**Approval of Agreement/MOU #19-140 - Ventura County Office of Education
(DeGenna/Valdes)**

This agreement establishes the terms for Ventura County Office of Education to provide professional development training to Oxnard School District State Preschool staff. Term of Agreement/MOU: November 1, 2019 through June 30, 2020.

FISCAL IMPACT:

\$15,525.00 - State Preschool Funds

RECOMMENDATION:

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #19-140 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-140 - Ventura County Office of Education \(5 Pages\)](#)

**AGREEMENT #19-140 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

This serves as a Memorandum of Understanding and Responsibility Agreement between the Ventura County Office of Education (VCOE) and Oxnard School District (OSD).

The scope of this document is to define the roles and responsibilities of VCOE Early Childhood Programs Department in providing professional development trainings to identified staff of the Oxnard School District. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:
 - a. Provide 1 full-day and 8 half-day training sessions and materials; see attached Professional Development (PD) Plan
 - b. Provide 1 coaching session to each of the 15 teaching teams
 - c. Provide certificates of completion following each series of training to OSD staff participating in training(s), if requested

2. The Oxnard School District agrees to:
 - a. Provide the facilities for all trainings and coaching described above
 - b. Provide presentation equipment as requested (i.e. LCD projector, screen, etc.)
 - c. Support staff in obtaining Workforce Registry IDs
 - d. Pay Ventura County Office of Education, Early Childhood Programs, a total of \$13,225 upon completion of training sessions noted above, plus up to \$2,300 for materials and printing costs

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented through June 30, 2020.

For Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education:

Lisa Cline, Executive Director, Internal Business Services

Date

SCHEDULE & COST BREAKDOWN

Date	Description of Service	Time	Cost
November 1, 2019	Sharpening Your DRDP Skills	Full Day	\$0
N/A	Material: DRDP Handouts		NTE \$1,500
11/5/2019 – 06/2/2020	Community of Learners (CoL) - Overview (1 session) - Behavior Strategies (3 sessions) - Instructional Support (4 sessions)	8 Sessions	\$4,600
N/A	Material: CoL Handouts		NTE \$800
TBD	Coaching Session (15 teaching teams @ 1 session each)	15 Sessions	\$8,625
		Total	NTE \$15,525



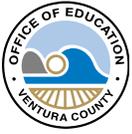
Oxnard School District 2019-20 Professional Development Plan

Enhancing the quality of programming for the Oxnard School District preschool programs, the Ventura County Office of Education (VCOE) proposes a Professional Development (PD) plan for 2019-2020. Services will be grounded in the California Early Learning and Development System, using the California Quality Rating and Improvement System tools and assessments.

Preschool staff will receive training and coaching to facilitate implementation of practical instructional strategies to support best practices.

Training/Community of Learners (CoL):

- **Training:**
 - **Desired Results Developmental Profile (DRDP), Sharpening Your Skills:** One full-day training (provided at no cost) on 11/1/2019 focused on the DRDP 2015 formative assessment instrument. *Sharpening Your DRDP Skills* training is intended for staff who have experience using the DRDP and will provide more information on the measures, strategies to increase observation skills, and some time saving tips.
- **Community of Learners:**
 - **8 sessions between 11/5/19 through 6/2/2020 and held according to the OSD State Preschool-All Staff Meeting PD Calendar for 2019-20. Topics will include staff identified needs such as:**
 - **Behavior Strategies:** Four half-day trainings integrating the Social and Emotional Development Domain from California's Preschool Learning Foundation and Curriculum Frameworks and the California Teaching Pyramid Framework to promote social and emotional development and prevent challenging behaviors, with a focus on the Routine Based Supports Guide, developmentally appropriate expectations, and the social and physical environment; integrating components of the Early Childhood Environment Rating Scale - Revised and the Classroom Assessment Scoring System (Pre-K) to discuss and model supports for verbal and visual communication.
 - **California Early Learning and Development System (ELDS):** Four half-day trainings integrating the Math and Science Domains from California's Preschool Learning Foundation and Curriculum Frameworks, as well as utilizing California's Best Practices documents on *The Integrated Nature of Learning*. The Desired Results (DR) formative assessment instrument will be discussed in relation to the other ELDS components to highlight the alignment across the resources.
 - **Classroom Assessment Scoring System (CLASS):** this tool will be intergrated though all trainings and discussed as it intersects with other topic areas; to support teachers in learning to identify and implement effective interactions in classrooms and to interact intentionally to increase children's learning.



Oxnard School District 2019-20 Professional Development Plan

Coaching:

Coaching will be provided to all 15 teaching teams during the school year. Each team will receive one session which includes a one hour observation and one hour coaching session. Observation will be focused on the programmatic needs such as, Environment (i.e. ECERS-R), Interactions (i.e. CLASS), and/or behavior (i.e. Teaching Pyramid). Coaching sessions will provide support for implementation based on observations.

In addition, coaching will be integrated in the 8 Community of Learner sessions via delivery of content based on the expressed needs of staff while also incorporating protocols to facilitate staff conversation and ownership around training needs.

Materials:

- DRDP, Sharpening Your Skills – Training material and graphics (NTE \$1,500)
- Community of Learners – Training material and graphics (NTE \$800)

Oxnard School District: 2019-2020 Professional Development Plan

Preschool Staff Professional Development Calendar								
Trainings/Community of Learners	November	December	January	February	March	April	May	June
DRDP/ Sharpening Your Skills: Lorena Ramos	11/1/19: Full Day (8 hour) training on DRDP(2015) and Meaningful Observation							
Community of Learners: Marian Everest and Alicia McFarland (ELDS), Lorena Ramos (CLASS), Regan Bynder and Erica Magana (Inclusion)	11/5/19: 3:00-5:00pm; introducing the CoL process, protocols, and identification of future CoL topic areas of focus	12/3/19: 3:00-5:00pm; focused on staff identified areas including: Behavior Strategies (Teaching Pyramid and SED from CPIN), Interactions (CLASS), and Environment (ERS)	1/14/20: 3:00-5:00pm; focused on staff identified areas including: Behavior Strategies (Teaching Pyramid and SED from CPIN), Interactions (CLASS), and Environment (ERS)	2/4/20: 3:00-5:00pm; focused on staff identified areas including: Behavior Strategies (Teaching Pyramid and SED from CPIN), Interactions (CLASS), and Environment (ERS)	3/3/20: 3:00-5:00pm; focused on staff identified areas including: Instructional Support (CLASS), Environment (ERS), and Science and Math concepts (CPIN)	4/21/20: 3:00-5:00pm; focused on staff identified areas including: Instructional Support (CLASS), Environment (ERS), and Science and Math concepts (CPIN)	5/5/20: 3:00-5:00pm; focused on staff identified areas including: Instructional Support (CLASS), Environment (ERS), and Science and Math concepts (CPIN)	6/2/20: 3:00-5:00pm; focused on staff identified areas including: Instructional Support (CLASS), Environment (ERS), and Science and Math concepts (CPIN)
Coaching: Marian Everest	One observation and coaching session to be provided per teaching team (15 total) . Coaching session to be set based on session need and coach availability.							

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #19-143 - Center for Good Food Purchasing (Penanhoat/Lugotoff)

The Good Food Purchasing Policy was developed by the Los Angeles Food Policy Council. The City of LA and LAUSD adopted the policy in 2012. The Center for Good Food Purchasing Program (GFPP) was developed to assist participants in policy and program implementation. VC F2S Collaborative, consisting of six VC Child Nutrition Programs has been awarded a USDA grant to conduct a procurement assessment for each district. Upon completion of the procurement assessment, GFPP will assist the districts in enhancing purchasing practices to ensure solicitation language incorporates good food purchasing standards.

OSD Child Nutrition Services Commitment:

- Make best faith effort to meet the Standards benchmarks
- To the extent possible establish supply chain traceability and accountability with suppliers to verify sourcing commitments.
- Incorporate Good Food Purchasing Standards and reporting requirements into the contracting process and solicitations.

Term of Agreement/MOU: October 24, 2019 through June 30, 2021.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-143 with the Center for Good Food Purchasing.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #19-143 - Center for Good Food Purchasing \(12 Pages\)](#)



4

Participant Memorandum of Understanding
entered between
Center for Good Food Purchasing and Oxnard School District

The Good Food Purchasing Program (the “Program”) provides a metric based, flexible framework that enables food buyers to assess their current purchasing practices and shift their buying power toward five interconnected values: local economies; environmental sustainability; valued workforce; animal welfare and nutrition. The Program is a field leading procurement model across the country and the first of its kind to support these food system values in equal measure.

Through the Good Food Purchasing Program, the Center for Good Food Purchasing evaluates the food purchasing practices of participating institutions to verify such institutions’ compliance with the Good Food Purchasing Standards and reports to the institution on its level of compliance in each value category.¹ The Center provides technical assistance to participating institutions in using the Good Food Purchasing Standards as a framework to develop a customized plan with strategies and actions for enhancing their commitment to values based purchasing and meeting desired targets within the Program, as well as provide technical assistance to institutions, upon request. The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

This memorandum of understanding outlines the phases, activities, roles, responsibilities, milestones and timeline related to Oxnard School District’s enrollment in the Good Food Purchasing Program.

This Memorandum of Understanding (this “MOU”) is entered in to as of October 1st, 2019 through June 30, 2021 by and between Oxnard School District (“Participant”) a member of the Ventura County Farm to School Collaborative and Community Partners, (“Community Partners”), on behalf of its sponsored project the Center for Good Food Purchasing (the “Center” and together with Community Partners, “CP-CGFP”). This is not a legally bidding MOU but a stated commitment to work in partnership with the Center to meet the outlined roles, responsibilities and/or receive the promised services from the Center.

Section 1: Description of Services and Deliverables

The Center will provide planning; training and technical assistance; and evaluation support for Participant, which has expressed its commitment to using the Good Food Purchasing Program framework. For Participant, participation in the Good Food Purchasing Program involves four

¹ The Good Food Purchasing Standards are a tiered, points-based ranking and scoring system for certifications and product claims in the five value categories.



overarching steps: (1) measuring Participant’s baseline; (2) identifying goals and an action plan; (3) improving impact and tracking progress; and (4) celebrating success.

Program participation begins in Phase 1 with a thorough understanding of the Program and current food purchasing practices of Participant through a baseline assessment that gauges the existing level of alignment with Good Food Purchasing Program standards in the five value categories. There are two steps involved within Phase 1 programming:

STEP 1: Onboarding and Baseline Assessment

- a. Conduct Good Food Purchasing Program Kick-Off
- b. Conduct Good Food Purchasing Program Training
- c. Notify Vendors & Collect Data
- d. Submit Data (Vendors)
- e. Complete Food Service Operations Questionnaire, Nutrition Checklist, and Extra Points Checklist (Institution)
- f. Conduct Baseline Assessment

STEP 2: Goal Setting

- a. Debrief Draft Baseline Assessment
- b. Deliver Final Baseline Assessment and Score
- c. Set Good Food Purchasing Program Participation Goals (i.e. Star Rating Target)
- d. Develop Action Plan to Meet Star Rating Targets
- e. Engage Community Stakeholders
- f. Finalize Action Plan

Phase 2 activities (not covered by this MOU) include a commitment to improving Good Food Purchasing Program performance over time, demonstrated by an annual assessment and on-going implementation work with the Center. Upon entering into this MOU, an expectation is established that Participant is committed to ongoing participation in the Good Food Purchasing Program through Phase 2 (see Appendix A for a description of Phase 2 activities). Following the completion of Phase 1 the Center and Participant shall convene to discuss next steps for ongoing participation, agree on future services provided by the Center, and enter into a new MOU that covers Phase 2 activities.

The following MOU outlines activities and involved parties over Phase 1 of Good Food Purchasing Program adoption and implementation. Phase 1 is expected to last approximately one year from the date by which this MOU is signed



Section 2: Project Milestones and Time Table

High-level milestones and duration estimates are listed in the table below. The Parties agree to work collaboratively in completing milestones and providing any deliverables in accordance with the time table. CP-CGFP is not responsible for delays caused by Participant or third parties.

Milestone	Est. Duration / Timeline	Description	Materials & Responsible Party
<i>PHASE 1</i>			
STEP 1: ONBORADING AND BASELINE ASSESSMENT			
a. Good Food Purchasing Program Kick-Off	Within 2-4 weeks of signing MOU	1-hour phone or video call. The kick-off will orient key food services and/or procurement staff to the baseline assessment process.	Center: Orientation materials and deck
b. Good Food Purchasing Program Training	Within 4 weeks of signing MOU	1.5 - 2-hour phone or video call. Training will be an in-depth review of the Program and Standards for any interested Participant staff or vendors.	Center: Training deck
c. Vendor Notification & Data Collection	Outreach begins following Step 1a	Participant informs vendors of commitment to the Good Food Purchasing Program, and collects purchasing data from vendors for the two most recent school years. Participant is encouraged to connect vendors directly with the Center to streamline the Center's review and minimize staff resourcing required of Participant.	Center: Vendor outreach email template Participant: Emails to vendors
d. Vendors Submit Data & Center Reviews for Completeness	Allow approximately 3-4 weeks to receive requested data and two weeks to receive follow up responses from vendors	Vendors submit data for review. The Center reviews velocity reports and follows up with Participant or directly with vendors for any additional information required. If needed, Participant requests any additional information from vendors.	Participant: Complete purchasing data set
e. Institution Completes Food Service Operations Questionnaire, Nutrition	Upon receipt of complete purchasing data set	Participant provides short answers and relevant documentation (related to District policies and/or practices) for applicable Nutrition and Extra Point checklist items, and completes Questionnaire.	Participant: Complete Nutrition and Extra Points Checklists and Questionnaire

Checklist, and Extra Points Checklist			
f. Conduct Baseline Assessment	Allow eight weeks for completed analysis upon receipt of complete purchasing data set	The Center analyzes purchasing data to provide a detailed analysis of Participant's baseline ("pre" implementation) status in each value category.	Center: Baseline assessment
STEP 2: GOAL SETTING			
a. Debrief Draft Baseline Assessment	Within two weeks of completed analysis by the Center	One 30-minute phone call with the Participant representative and the Center to discuss the results of the baseline assessment, finalize the assessment report, and discuss strategy for setting short and long-term participation goals.	Center: Hosts phone call and shares draft baseline assessment
b. Deliver Final Baseline Assessment and Score	Within one week of receiving all necessary information to finalize assessment as identified on assessment debrief call	Email delivery of final baseline assessment and GFPP score.	Center: Delivers final Baseline Assessment report
c. Set Good Food Purchasing Program Participation Goals (i.e. Star Rating Target)	Within one month of debrief	One 1-hour phone call with Participant and the Center to determine a projected timeline and key strategy(ies) to reach Participant's Good Food Purchasing Program goals as they relate to star rating (Good Food Provider status).	Center: Hosts phone call & provides technical assistance to establish an action plan draft Participant: Develops goals, timeline, and strategy
d. Develop Action Plan to Meet Goals	Within two months of participation goals being set	Participant develops a draft Good Food Purchasing action plan that reflects the participation goals, timeline, and strategy outlined in Step 2b.	Participant: Draft action plan
e. Community Stakeholder Engagement	Upon completion of action plan draft	The Center, Participant, and key community stakeholders meet to discuss participation goals/action plan.	



			Participant: Community read out and action planning session
f. Finalize action plan	Following community stakeholder engagement	Participant finalizes action plan and begins taking steps to implement Phase 2 activities.	Participant: Final action plan



Section 3: Deliverables

The Center will complete the following deliverables during Phase 1:

1. A final Good Food Purchasing Program baseline assessment and one findings presentation deck for Participant; to be completed no later than 12 months of signing this MOU.
2. Two hours of technical assistance to be completed no later than 12 months of signing this MOU.

Any additional reports or technical assistance beyond those listed above will be subject to mutual agreement and possibly securing additional funds.

Section 4: Roles and Responsibilities

The parties agree to enter into this MOU and fulfill the following roles and responsibilities.

Center for Good Food Purchasing

- Manage all aspects of the Good Food Purchasing Program baseline assessment, including onboarding and training of key Participant staff, data collection, data cleaning, analysis, and reporting to Participant.
- Complete and deliver baseline assessment and technical assistance as outlined in Section 3.
- Convene parties as needed to ensure project progresses and all partners are informed and accountable.

Oxnard School District

- If preferred, liaise with vendor(s) to ensure timely collection of data needed to complete the baseline assessment.²
- Complete an action plan using results from baseline assessment. Engage community stakeholders in goal setting, and hold a presentation on baseline assessment findings and action plan.
- Meet all requirements of the USDA Farm to School Grant which funds this work, including providing the leadership and coordination required to meet the responsibilities outlined in the grant and this Memorandum of Understanding.

Section 5: Other Terms and Conditions

a. Verification Seal and Branded Materials. Subject to and expressly conditioned upon CP-CGFP's issuance of the Verification, and Participant's continued compliance with the Verification

² With permission from Participant, the Center may also liaise directly with vendor(s) to streamline the data collection process.



Requirements, as such may be modified from time to time, and the terms of this Agreement, CP-CGFP hereby grants Participant a limited, non-exclusive, worldwide, revocable, non-sublicenseable, non-transferrable, royalty-free license (the “License”) to use the Verification Seal and certain other materials displaying CP-CGFP’s proprietary trademarks, images, and information (“Branded Materials” and, together with the Verification Seal, the “Licensed Property”) in connection with Participant’s certified services. To the extent that Participant operates multiple food service facilities, Participant shall only use the Licensed Property in connection with those facilities that have been certified by CP-CGFP.

Should the parties decide to terminate this agreement, (i) the License granted hereunder shall immediately terminate and Participant shall immediately discontinue all use and display of the Licensed Property and shall notify any third parties who promote Participant’s Verification that such Verification has been withdrawn and that use of the Verification Seal must cease immediately and (ii) all fees due to CP-CGFP accrued or accruable through the effective date of termination must be paid in full within thirty (30) days following such effective date of termination.

b. Ownership of Marks. Participant acknowledges CP-CGFP’s exclusive right, title, and interest in and to the Licensed Property and acknowledges that nothing herein shall be construed to accord to Participant any rights in the Licensed Property except as otherwise expressly so provided. Participant acknowledges that its use of the Licensed Property hereunder will not create in it any right, title or interest in the Licensed Property other than the limited license rights granted herein and that all such use of the Licensed Property and the goodwill generated thereby will inure to the benefit of CP-CGFP. Licensee warrants and represents with respect thereto that (a) it will not at any time challenge CP-CGFP’s right, title, or interest in the Licensed Property or the validity the Licensed Property or any registration thereof; (b) it will not do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of CP-CGFP in the Licensed Property, including but not limited to modifying, enhancing, or changing the Licensed Property; (c) it will not represent that it has any ownership in or rights with respect to the Licensed Property other than the limited license rights granted herein; and (d) it will not, either during or subsequent to the term of this Agreement, adopt, use, or register any Verification Seal, trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of the Licensed Property or any of CP-CGFP’s other marks.

Section 6: Fees and Charges

The Center’s fee for service will be paid for by The Abundant Table (“The Abundant Table”) on behalf of its sponsored project the Ventura County Farm to School Collaborative. Oxnard School District is not responsible for any fees associated with the work outlined in this Memorandum of Understanding.



Questions, please contact:

Alexa Delwiche

Executive Director, Center for Good Food Purchasing

adelwiche@goodfoodpurchasing.org

(805)570-3659



Signatory Page

Lisa A. Franz

Name of Signatory

Director, Purchasing

Title of Signatory

Signature

Date Signed

1051 South A Street, Oxnard, CA 93030

Address

lfranz@oxnardsd.org

E-Mail

805-385-1501 x2414

Phone



The Center for Good Food Purchasing Signature Page

Name of Signatory

Title of Signatory

Signature

Date Signed

Address

E-Mail

Phone



APPENDIX A: PHASE 2 DESCRIPTION AND ACTIVITIES

The current Memorandum of Understanding does not include Phase 2 activities. Please review this appendix for information regarding the anticipated activities following the completion of Phase 1.

Description:

Phase 2 involves commitment to improving Good Food Purchasing over time, through intensive implementation work with the Center. Progress is documented through a verification process (annual assessments) and celebration of achievements. The Center will issue a Good Food Provider verification seal to Partner Institution(s) once they meet at the baseline standards in each of the five value categories.

Upon entering into this MOU, an expectation is established that the Participant is committed to ongoing participation in the Good Food Purchasing Program through Phase 2. Following the completion of Phase 1 and the delivery of the baseline assessment, the Center and Participant shall convene to discuss next steps for ongoing participation and an agreement for future services provided by the Center. There are three steps involved within Phase 2 programming:

STEP 3: Improve Impact and Measure Progress

- a. Continue to Make Purchasing Shifts to Meet Action Plan Targets and Make Progress Toward Star Rating Goal
- b. Collect Updated Purchasing Data from Vendors
- c. Track Progress, Issue Revised GFPP Score & Award Star Rating

STEP 4: Institutionalize Good Food Purchasing Goals

- a. Incorporate Good Food Purchasing Program Language into Solicitations & Contracts

STEP 5: Celebrate Success

- a. Issue Verification Seal and Branded Materials (When Applicable)
- b. Publicly Recognize Leadership



Timetable and Expected Deliverables for Phase 2:

The below is contingent upon MOU extension and/or new MOU following completion of Phase 1 activities.

PHASE 2			
STEP 3: IMPROVE IMPACT & MEASURE PROGRESS			
Milestone	Est. Duration / Timeline	Description	Materials to be Produced (if any)
a. Continue to Make Purchasing Shifts to Meet Action Plan Targets and Make Progress Toward Star Rating Goal	Throughout the year following baseline assessment completion	Participant implements action plan to make purchasing shifts that increase the score(s) in one to five of the value categories. Local stakeholders may assist by helping identify qualifying suppliers, reviewing action plan for alignment with community goals and priorities, etc.	
b. Collect Updated Purchasing Data from Vendors	Within 1 year of baseline assessment	Participant collects detailed purchasing data from vendors for agreed upon reporting period	Participant : Complete purchasing data set
c. Track Progress, Issue Revised GFPP Score & Award Star Rating	Within eight weeks of receipt of completed purchasing data set	The Center analyzes data and provides a detailed annual report with a star rating (if applicable), overall performance, progress toward participation goals, and trends over time.	Center: Good Food Purchasing Progress Report
STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS			
a. Incorporate Good Food Purchasing Program Language into Solicitations & Contracts	As new solicitations and contracts arise	Participant incorporates Good Food Purchasing Program language into new solicitations & contracts. This step may not be required annually.	
STEP 5: CELEBRATE SUCCESS			
a. Issue Verification Seal and Branded Materials (When Applicable)		The Center will issue a Good Food Provider verification seal to Participant once it meets at least a baseline standard in each of the five value categories.	Center: Verification seal and other branded materials (when applicable)
b. Publicly Recognize Leadership		Participant and the Center use quantitative and qualitative data to compile annual public progress report and publicly celebrate progress (e.g. celebration at City Hall, public hearing, or community celebration/event, panel discussion).	Center: Public version of Good Food Purchasing Progress Report

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #3 to Agreement/MOU #15-162 - City of Oxnard, for Joint Use of Lemonwood Park (Penanhoat/CFW)

On 12/09/2015, the Board of Trustees approved Agreement/MOU #15-162 for the joint use of Lemonwood Park by and between the City of Oxnard and the Oxnard School District during the construction phase of the Lemonwood School reconstruction project. The term of this agreement expired on January 4, 2018. Amendment #1 of the agreement was approved by the Board of Trustees on December 6, 2017, which extended the term to May 31, 2019. Amendment #2 was ratified by the Board of Trustees on June 5, 2019, which extended the term to September 30, 2019.

The completion of Lemonwood play field reconstruction is currently anticipated in December 2019. Both the City and the District have agreed to extend the term of the agreement to March 31, 2020 via the attached Amendment #3 prepared by the City. This will allow for completion of the warranty period of the play field and allow for the new field to properly establish to the District's satisfaction.

FISCAL IMPACT:

Amendment #3 enables the District to continue to lease the park areas for a monthly fee of \$100.00, and will extend the agreement until March 31, 2020. The approximate not-to exceed amount of \$600.00 will be funded from Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify Amendment #3 to Agreement/MOU #15-162 with the City of Oxnard. The completion of Lemonwood play field reconstruction is currently anticipated in December 2019. Both the City and the District have agreed to extend the term of the agreement to March 31, 2020. The approximate not-to exceed amount of \$600.00 will be funded from Master Construct and Implementation Funds.

ADDITIONAL MATERIALS:

- Attached:** [Amendment #3 \(2 Pages\)](#)
- [Amendment #2 \(2 Pages\)](#)
- [Amendment #1 \(2 Pages\)](#)
- [Agreement #15-162 - City of Oxnard \(13 Pages\)](#)

**THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN CITY OF OXNARD
AND OXNARD SCHOOL DISTRICT**

This Third Amendment (“Third Amendment”) to the Memorandum of Understanding regarding the Joint Use of Lemonwood Park by and between City of Oxnard and Oxnard School District (“Agreement”) is made and entered into in the County of Ventura, State of California, this 23rd day of October, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and the Oxnard School District, a California public elementary school district organized under the laws of the State of California (“District”). This Third Amendment amends the Agreement entered into on December 9, 2015, by City and the District. The Agreement has previously been amended on June 26, 2019, by a Second Amendment and on December 6, 2017, by a First Amendment.

WHEREAS, the District is still in the process of constructing Lemonwood Elementary School (“School”); and

WHEREAS, the City and the District wish to extend the Agreement to accommodate construction phasing.

NOW, THEREFORE, the City and the District hereby agree as follows:

1. Section 2 (“Term”) of the Agreement shall be amended to state the following:

“The term of this Agreement shall commence upon January 4, 2016, and shall continue until March 31, 2020, or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier.”

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

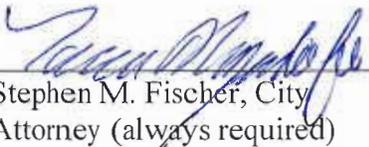
- Tim Flynn, Mayor¹ _____ Date
- Alexander Nguyen, City Manager _____
- Lisa Boerner, Purchasing Manager _____
- Buyer _____

 Lisa A. Franz, _____ Date
 Director, Purchasing

ATTEST:

 N/A
 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney (always required) _____
 _____ Date 10-1-19

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

COPY

**SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN CITY OF OXNARD
AND OXNARD SCHOOL DISTRICT**

This Second Amendment (“Second Amendment”) to the Memorandum of Understanding regarding the Joint Use of Lemonwood Park by and between City of Oxnard and Oxnard School District (“Agreement”) is made and entered into in the County of Ventura, State of California, this 26 day of June, 2019__, by and between the City of Oxnard, a municipal corporation (“City”), and the Oxnard School District, a California public elementary school district organized under the laws of the State of California (“District”). This Second Amendment amends the Agreement entered into on December 9, 2015, by City and the District. The Agreement previously has been amended on December 6, 2017, by a First Amendment.

WHEREAS, the District is still in the process of constructing Lemonwood Elementary School (“School”); and

WHEREAS, the City and the District wish to extend the Agreement to accommodate construction phasing.

NOW, THEREFORE, the City and the District hereby agree as follows:

1. Section 2 (“Term”) of the Agreement shall be amended to state the following:

“The term of this Agreement shall commence upon January 4, 2016, and shall continue until September 30, 2019, or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier.”

2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Amendment on the date first written above.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

 6/25/2019
Date

 6-7-19
Date

- Tim Hlynn, Mayor¹
- Alexander Nguyen, City Manager
- Lisa Boerner, Purchasing Manager
- Buyer

Lisa A. Franz,
Director, Purchasing

ATTEST:

N/A
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

 6/30/19
Stephen M. Fischer, City Attorney (always required) Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

Agreement No. A-7870

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
REGARDING THE JOINT USE OF LEMONWOOD PARK BY AND
BETWEEN CITY OF OXNARD AND OXNARD SCHOOL DISTRICT**

This First Amendment ("First Amendment") to the Memorandum of Understanding regarding the Joint Use of Lemonwood Park by and between City of Oxnard and Oxnard School District ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of December, 2017, by and between the City of Oxnard, a California municipality ("City"), and the Oxnard School District, a California public elementary school district organized under the laws of the State of California ("District"). This First Amendment amends the Agreement entered into on December 9, 2015, by the City and the District.

WHEREAS, the District is still in the process of constructing Lemonwood Elementary School ("School"); and

WHEREAS, the City and the District wish to extend the Agreement to accommodate construction phasing.

NOW, THEREFORE, the City and the District hereby agree as follows:

1. Section 2 ("Term") of the Agreement shall be amended to state the following:

"The term of this Agreement shall commence upon January 4, 2016, and shall continue until May 31, 2019, or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier."

2. The number "Thirteen (13)" in Section 9 ("General Terms and Conditions") of the Agreement shall be amended to "fourteen (14)."

3. The last sentence of Section 7 ("Remedies") of "GENERAL TERMS AND CONDITIONS" in the Agreement shall be amended to state the following:

"Notwithstanding the above provisions, in the event that any default cannot be cured within sixty (60) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately upon receipt of notice commences to cure said default and diligently pursues such cure to completion."

4. Section 14 ("Termination without Cause") shall be added to "GENERAL TERMS AND CONDITIONS" in the Agreement and shall state the following:

"The City may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' written notice to the District."

5. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT



Lisa Boerner, Purchasing Agent Date 1-24-18



Lisa A. Franz, Director, Purchasing Date 1-17-18

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney Date 1/18/18

APPROVED AS TO CONTENT:

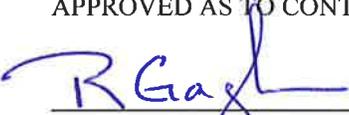


Ralph Alamillo, Project Manager Date 1/18/18



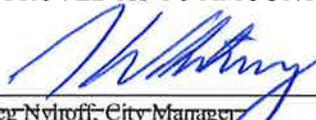
Thien Ng, ~~Interim~~ Assistant
Public Works Director Date 1/18/18

APPROVED AS TO CONTENT AND AMOUNT:



~~Ruth Osuna, Assistant City Manager~~
Rosemarie Gaglione,
Public Works Director Date 1.19.18

APPROVED AS TO AMOUNT:



~~Greg Nyiroff, City Manager~~
Scott Whitney,
Interim City Manager Date 1/31/18

APPROVED AS TO INSURANCE:



Mike More, Risk Manager Date 1/23/18

RECEIVED
JUN 18 2015
CITY OF OXNARD

Agreement No. A-7870

**MEMORANDUM OF UNDERSTANDING REGARDING
THE JOINT USE OF LEMONWOOD PARK BY AND BETWEEN
CITY OF OXNARD AND OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding the Joint Use of Lemonwood Park ("Agreement") is entered into this 9th day of December, 2015, by and between the City of Oxnard, a California municipality, hereinafter referred to as the "City", and the Oxnard School District, a California public elementary school district organized under the laws of the State of California, hereinafter referred to as the "District".

RECITALS

WHEREAS, in January 2013, the Board of Trustees adopted a Facilities Implementation Plan designed to reconfigure and improve the District's facilities;

WHEREAS, the replacement of the aging facilities at Lemonwood Elementary School, recently reconfigured to a K-8 School, has been identified as Project 3 of the Measure "R" Facilities Implementation Program ("Project");

WHEREAS, the Project provides for the complete reconstruction/replacement of the school with minimal disruption to the existing school site which will remain in operation throughout the design and construction of the new school facilities;

WHEREAS, the new school will be constructed in the play and recreational areas of the existing Lemonwood Elementary School thereby requiring that the school identify alternative areas for play and recreation areas;

WHEREAS, the adjacent Lemonwood Park is a City-owned and operated park;

WHEREAS, the District seeks to enter into an agreement with the City to jointly use a portion of the Lemonwood Park for play and recreation areas during the school day;

WHEREAS, the City recognizes the District's needs and can accommodate those needs during the school day without significantly disrupting the access and operation of the Lemonwood Park;

NOW THEREFORE, for good and valuable consideration, mutually acknowledged by the Parties, the Parties agree as follows:

1. **Property.** The real property that is the subject of this Agreement consists of a portion of Lemonwood Park (the "Park") located at 2055 East San Mateo Road, Oxnard, CA 93033. A satellite image of the area is attached hereto as Exhibit A. The portion of the Park that is subject to joint use is identified in the highlighted portion of the map attached as Exhibit A.

COUNCIL APPROVED
5/10/2015 N-4
DATE

2. **Term.** The term of this Agreement shall commence upon January 4, 2016 and shall continue for a period of 24 months or upon substantial completion and beneficial occupancy of the new school, whichever occurs earlier. There shall be an option to extend the Agreement by a period of up to 12 months to accommodate construction phasing or any delay in the completion of the project if agreed to in writing by the District and City as detailed in paragraph 7.

3. **City Use of the Park.** The City shall have exclusive use of the facilities in the Park for park and recreational purposes and the use by the general public at all such times not reserved for the District pursuant to paragraph 4.

4. **District Use of the Park.**

a. The District shall have exclusive use of those portions of the Park designated on Exhibit A and all facilities therein, from 8:00 a.m. to 3:30 p.m., on each and every day that school is in session. District shall submit an annual School Year Calendar to the City during the term of this Agreement.

b. The District shall not deny access to those portions of the Park not designated for exclusive District use on Exhibit A to members of the public at any time nor erect or construct barriers such as fencing at the Park. The District hereby acknowledges that: 1) those portions of the Park not designated for exclusive District use on Exhibit A are open to the public, and 2) the City is not responsible for screening members of the public that use or access the Park, including areas designated for District use.

5. **District Responsibilities.**

a. The District shall not lease or sublease the Park.

b. The District shall provide recess monitors while District students are using the Park pursuant to this Agreement pursuant to its normal procedures.

c. The District shall be responsible for trash and litter collection generated by the District's use of the Park in a manner consistent with the City's standards.

d. The District shall be responsible for any damage to Park facilities caused by District students or staff.

e. The District agrees to pay a monthly fee of \$100.00 to the City to offset the costs of increased maintenance at the Park due to this Agreement.

6. **City Responsibilities.**

a. With the exception noted in section 5(c), the City shall maintain the Park in a neat, clean and workmanlike manner consistent with the City's standards, including trash and litter collection and removal. All maintenance and repairs in the Park shall be accomplished by the City's employees or by the District's contractors or by volunteers or nonprofit organizations directly under the control of the City, including but not limited to repairs to building, restrooms facilities, drinking fountains, and repair/cleanup of graffiti and vandalism issues.

- b. The City shall be responsible for landscape and grounds maintenance of the Park throughout the term of the Agreement.
- c. If the City sponsors and/or coordinates a recreational program or other use of the Park, the City shall coordinate with the District and be responsible for authorizing such use and cleanup after such use.
- d. The City shall be responsible to open and close the public park restroom facilities daily, including all weekends and holidays.

7. **Joint Review.** The City and the District shall meet annually prior to July 1 of each year to review the joint use of the Park, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both the City and the District, evidenced by a written amendment to this Agreement, executed by the City Manager and the District Superintendent. The City and the District may meet more often as needed pursuant to the request of either party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to the District Superintendent and the City Manager who shall meet together and resolve the matter.

8. **Neighborhood Cooperation and Involvement.** The City and the District shall both continually cooperate and coordinate with the neighborhood in which the Park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success and full acceptance of a joint use Park facility. The City and the District shall participate with and attend neighborhood council meetings as requested.

9. **General Terms and Conditions.** The City and the District hereby agree to the following Thirteen (13) general terms and conditions:

GENERAL TERMS AND CONDITIONS

- 1. **Entry and Inspection.** The City reserves, and shall always have the right, subject to reasonable notice during the District's hours of use, to enter upon the Park for the purpose of viewing and ascertaining the condition thereof.
- 2. **Assignment.** Neither the District nor the City shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.
- 3. **Compliance with Law.** At each parties' sole cost and expense the District and the City shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force in the use of the premises by persons within the control and authority of each.

\\

4. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in the Agreement shall extend to and bind any successor or successors of the parties.

5. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

6. **Administration of Agreement: Notice.** Control and administration of this Agreement is under the jurisdiction of the Superintendent as to the District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the District may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Superintendent, or may be personally served upon the District or any person hereafter authorized by the District to receive such notice. Control and administration of this Agreement is under the jurisdiction of the City Manager as to the City's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the City may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

7. **Remedies.** In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within sixty (60) days after the service of written notice upon the defaulting party as provided in paragraph 6, specifying the default complained of, then the party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred sixty (60) days after the service of written notice upon the defaulting party, the party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

8. **Mutual Indemnity.**

a. City's Indemnity Obligation. To the fullest extent permitted by California law, City shall at its sole expense indemnify, protect, defend and hold harmless District, its

officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by City or by any individual or entity for which City is legally liable, including but not limited to officers, agents, employees or sub-contractors of City. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers. Except as specifically provided in this Agreement, in no event shall City be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of City and shall survive the termination of this Agreement.

b. District's Indemnity Obligation. To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the City and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of City, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

9. **Insurance.** The District represents to the City that the District is legally self-insured for its public liability, and property damage risk through the Ventura County Schools Self Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. The District's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the District in the Park or any person acting for the District

or under the District's control or direction in the Park. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. The District shall submit proof of JPA participation to the Finance Director of the City on or before the commencement of the term of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by the District shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to the City by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

The District shall not use or permit the use of the Park for any purpose other than these allowed by this Agreement. The District at its sole cost and expense shall secure compliance with all insurance requirements necessary for the maintenance of reasonable fire and public liability insurance covering the Park, its buildings and appurtenances during the District's use.

10. **Legal Proceedings.** The parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights thereunder.

11. **Verbal Agreements.** This Agreement contains the complete expression of the whole agreement between the parties hereto and no promises, representations, agreements, warranties, or inducements will be given effect, except as are fully set forth herein. This Agreement cannot be renewed, enlarged, modified, or changed in any respect except by written agreement between the parties.

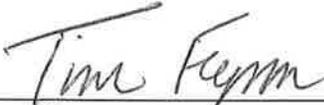
12. **Severance.** If any part of this Agreement is found by a court to be void or voidable, that part shall be severed from the remainder hereof, the latter to remain in full force and effect.

13. **Nondiscrimination.** The District, the City, and all others who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement is executed by the City of Oxnard acting by and through its Mayor upon approval of the City Council, authorizing such execution, and by the Oxnard School District, acting by and through its Superintendent pursuant to authorization from its Board of Trustees.

Signatures on following page

THE CITY OF OXNARD:



Tim Flynn, Mayor

OXNARD SCHOOL DISTRICT:



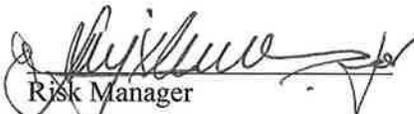
Dr. Cesar Morales, Superintendent

ATTESTATION:



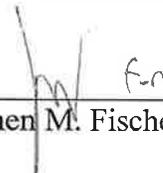
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE



Risk Manager

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT



Michael Henderson, Project Manager

EXHIBIT A
Joint Use Area of Lemonwood Park





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2016

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

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

PRODUCER
Tolman & Wiker Insurance Services LLC #0E52073
196 S. Fir Street
P.O. Box 1388
Ventura CA 93002-1388

CONTACT NAME: Mirna Hubbs
PHONE (A/C, No, Ext): (805) 585-6739 **FAX (A/C, No):** (805) 585-6839
E-MAIL ADDRESS: mhubbs@tolmanandwiker.com

INSURED
Oxnard School District
Attn: Norma Magana
1051 South "A" Street
Oxnard CA 93030

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	VCSSEA	
INSURER B:	United Educators Ins	10020 A
INSURER C:	Safety National Casualty Co	15105 A*
INSURER D:	Wesco Ins	25010 A
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 15/16 GL/AU/XS/WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			VCSSEA LCM 2015-2016	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 350,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> CA School Form						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY			VCSSEA LCM 2015-2016	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 350,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			RCN20150359501	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4053202	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Primary Workers' Comp			VCSSEA	7/1/2015	7/1/2016	\$600,000 S.I.R.
D	Excess Buffer Wkrs' Comp			WPP1103802 02	7/1/2015	7/1/2016	\$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Lemonwood Park located at 2055 East San Mateo Road, Oxnard, CA 93033
GL: The Certificate Holder is Additional Insured as respects to use of city park for Oxnard School District activities during the 7/1/2015 - 7/1/2016 policy term per VCSFAAI2.

CERTIFICATE HOLDER	CANCELLATION
dean.yamamoto@ci.oxnard.ca City of Oxnard 300 W. Third Street Fourth floor Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dennis Corte/PAMELA <i>Dennis W. Corte</i>

VCSSFA (LCM)

THIS ENDORSEMENT CHANGES THE VCSSFA LIABILITY COVERAGE MEMORANDUM. PLEASE READ IT CAREFULLY.

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

This endorsement modifies coverage afforded under the following:

**LIABILITY COVERAGE MEMORANDUM
APPENDIX "A" - DEFINITIONS**

DEFINITIONS, 3. Additional Covered Party is amended to include:

Any person(s) or organization(s) (hereinafter called "**Additional Insured**") with whom you, the "**Member**" or "**Additional Covered Party**", agree in a written or oral agreement to name as an insured or "**Additional Covered Party**", is an "**Additional Covered Party** with respect to liability arising out of the ownership, maintenance, operation or use of that part of the premises leased to you by such person(s) or organization(s), subject to the following exclusions, in addition to those listed in the VCSSFA Liability Coverage Memorandum, **Section V, Paragraph 1**.

The coverage afforded to the "**Additional Insured**" does not apply to:

- a) "**Bodily Injury**" or "**Property Damage**" occurring after you cease to be a tenant in that premises;
- b) "**Bodily Injury**" or "**Property Damage**" arising out of the sole negligence of the "**Additional Insured**";
- c) Structural alterations, new construction or demolition operations performed by or on behalf of the "**Additional Insured**";
- d) Liability assumed by the "**Additional Insured**" under any contract or agreement;
- e) "**Property Damage**" to:
 - 1) Property owned, used, occupied by, or rented to the "**Additional Insured**";
 - 2) Property in the care, custody or control of the "**Additional Insured**" or its employee or agent, or as to which the "**Additional Insured**", its employee or agent is for any purpose exercising physical control;

ENDORSEMENT AI-2

- f) Any liability which would otherwise be covered under **Section IV, 2, a**, to wit: liability (1) imposed by law, or (2) of others assumed or retained by the **"Member"** or **"Additional Covered Party"** under contract because of **"Errors and Omissions"**;
- g) Any liability which would otherwise be covered under **Section IV, Coverage Part B, 2, b**, to wit: **Conditional Coverages ("Wrongful Acts")**;
- h) Any liability which would otherwise be covered under **Section IV, Part B, 2, c**, to wit: **Expanded Coverages**.

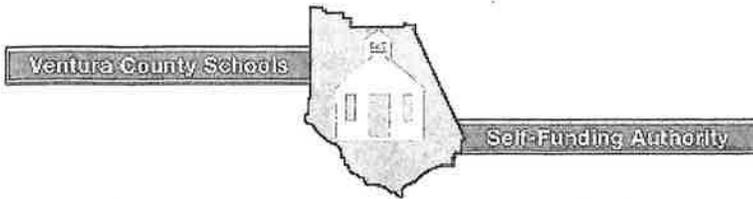
All other terms and conditions of the VCSSFA Liability Coverage Memorandum remain unchanged.

This endorsement is a part of the VCSSFA Liability Coverage Memorandum and takes effect on the effective date of the VCSSFA Liability Coverage Memorandum unless another effective date is shown below.

Must be completed		Complete only when this endorsement is not prepared with the LCM or is not to be effective with the LCM.
Endt # E-2	LCM # VCSSFA 2015-2016 and any applicable reinsurance	Effective on and after 07/01/2015, 12:01 a.m. standard time Issued to: Oxnard School District Issued by: VCSSFA Expiration Date: 07/01/2016



Authorized Representative



5189A Verdugo Way, Camarillo, CA 93012-8653 • (805) 383-1969 •
FAX (805) 383-1971

News About Us Programs Risk Control Agreements-Contracts Resources Forms
Links Members Only Form 700

March 15, 2016

News

News

Internet Explorer Alert

If you are currently using Internet Explorer 10 as your browser, parts of this website may not be visible. We recommend that you use Google Chrome or Mozilla Firefox browsers for full functionality of this site.

Career Opportunities

VCSSFA Employment
Application

Executive Assistant

Office Assistant

Upcoming Events

Executive Committee Meeting

February 9, 2016

Risk Management Committee
Meeting

February 3, 2016

About Our Organization

The Ventura County Schools Self-Funding Authority (VCSSFA) is a Joint Powers Authority formed by the public school districts in Ventura County in 1982 as a State Regulated Public Entity under Title 1, Division 7, Chapter 5, Article 1, of the California Government Code.

Prior to 1982, there were two separate Joint Power Authorities (JPAs); one for Workers' Compensation and one for Liability and Property. The formation of these two JPAs by the local educational agencies of Ventura County was a direct result of the inability of public school districts to purchase specific insurance coverages and/or the absence of affordable insurance coverages in the commercial market. The two JPAs were merged by their member districts in 1982 to form the VCSSFA.

Our Purpose

The VCSSFA was established for the sole purpose of providing to its member school districts services and other programs necessary and appropriate for the establishment, operation, and maintenance of self-funded insurance programs to include, but not limited to, Workers' Compensation, General Liability, Auto Liability, Public Officials' Errors and Omissions, Property, Boiler & Machinery, Fiduciary Liability, and Risk Management and Safety Services relating to the aforementioned areas.

The VCSSFA is one of the best kept secrets within the educational community in our county. The VCSSFA deals with liability and property issues that would otherwise confound and potentially do irreparable harm to districts. The VCSSFA has a statewide reputation for excellence and ethical practices.

Board Meeting
March 15, 2016

[News](#) | [About Us](#) | [Programs](#) | [Risk Control](#) | [Agreements-Contracts](#) | [Resources](#) | [Forms](#) | [Links](#) | [Members Only](#) | [Form 700](#)

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

**Ratification of Agreement #19-125 - Assistance League, Non-Public School, NPS
(DeGenna/Madden)**

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2019-2020 school year, including Extended School year, beginning August 21, 2019. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Grade: Pre-K (2)

Students: AF040315

MF091515

FISCAL IMPACT:

Tuition PreK: \$1,150.00 monthly rate x 2 students x 11 months = \$25,300.00 (Extended School Year; ESY)

Grand Total: \$25,300.00 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-125 with Assistance League School, NPS. Amount not to exceed \$25,300.00, to be paid from Special Education funds.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-125 - Assistance League \(3 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-125

THIS AGREEMENT made and entered into this 23rd day of October 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Grade: Pre-K (2)

AF040315

MF091515

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2019-2020** school year at a cost of \$1,150.00 per month, per student, beginning August 2019, including Extended School Year (ESY) through July 2020; amount not to exceed **\$25,300.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.
4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.
5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents

himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$25,300.00** for students listed on page one of this Agreement #19-125.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or

refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-127 – Casa Pacifica School (DeGenna/Madden)

Requesting ratification for Non-Public School (NPS) services for Student EM111207, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 200 days = \$10,400.00

Speech: \$128.00/hour x 21.5 hours/year = \$2,752.00

Occupational Therapy: \$ 105.00/hour x 11 hours/year = \$1,155.00

Intensive Individual Services: \$39.00/hour x 26.75 hours x 43 weeks = \$44,859.75

Grand Total: \$96,166.75 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-127 with Casa Pacifica School.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-127 - Casa Pacifica School \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-127

THIS AGREEMENT, made and entered into this 23rd day of October 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: EM111207

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 12, 2020; a \$52 daily rate for round trip transportation for 200 days, speech services for \$128.00/hour for 21.5 hours, occupational therapy for \$105/hour for 11 hours and intensive individual services for \$39/hour for 26.75 hours for 43 weeks; services not to exceed **\$96,166.75**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #19-127

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$96,166.75** for **Student: EM11207**.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-127

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-127

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-128 – Casa Pacifica School (DeGenna/Madden)

Requesting ratification for Non-Public School (NPS) services for Student AE021507, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 200 days = \$10,400.00

Intensive Individual Services: \$39.00/hour x 25 hours x 43 weeks = \$41,925.00

Grand Total: \$89,325.00 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-128 with Casa Pacifica School.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-128 - Casa Pacifica School \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-128

THIS AGREEMENT, made and entered into this 23rd day of October 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: AE021507

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 12, 2020; a \$52 daily rate for round trip transportation for 200 days, and intensive individual services for \$39/hour for 25 hours for 43 weeks, services not to exceed **\$89,325.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-128

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$89,325.00** for **Student: AE021507**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-128

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #19-128

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-129 – Casa Pacifica School (DeGenna/Madden)

Requesting ratification for Non-Public School (NPS) services for Student AS051306, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 200 days = \$10,400.00

Intensive Individual Services: \$39.00/hour x 32.5 hours x 43 weeks = \$54,502.50

Grand Total: \$101,902.50 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-129 with Casa Pacifica School.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-129 - Casa Pacifica School \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-129

THIS AGREEMENT, made and entered into this 23rd day of October 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: AS051306

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 12, 2020; a \$52 daily rate for round trip transportation for 200 days, and intensive individual services for \$39/hour for 32.5 hours for 43 weeks, services not to exceed **\$101,902.50.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #19-129

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$101,902.50** for **Student: AS051306**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT
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AGREEMENT #19-129
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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-130 – Casa Pacifica School (DeGenna/Madden)

Requesting ratification for Non-Public School (NPS) services for Student GDB040408, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 200 days = \$10,400.00

Speech Therapy: \$128/hour x 4 hours/month x 11 months = \$5,632.00

Occupational Therapy: \$105/hour x .75 hours x 11 months = \$866.25

Social Work Services: \$100.00/hour x 5.5 hours = \$550.00

Grand Total: \$54,448.25 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-130 with Casa Pacifica School.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-130 - Casa Pacifica School \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-130

THIS AGREEMENT, made and entered into this 23rd day of October 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: GDB040408

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 12, 2020; a \$52 daily rate for round trip transportation for 200 days; speech therapy services for \$128/hour x 4 hours x 11 months, occupational therapy services for \$105/hour x .75 hours x 11 months; and social work services for \$100/hour for 5.5 hours, services not to exceed **\$54,448.25**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$54,448.25** for **Student: GDB040408**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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AGREEMENT #19-130

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-131 – Casa Pacifica School (DeGenna/Madden)

Requesting ratification for Non-Public School (NPS) services for Student JR062907, for the 2019-2020 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$185.00 per diem x 200 days = \$37,000.00 (Including 20 days of Extended School Year)

Transportation: \$52 Round trip daily rate, for 200 days = \$10,400.00

Grand Total: \$47,400.00 to be paid out of Special Education funds.

RECOMMENDATION:

It is the recommendation of the Interim Director of Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #19-131 with Casa Pacifica School.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-131 - Casa Pacifica School \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

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AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-131

THIS AGREEMENT, made and entered into this 23rd day of October 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: JR062907

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2019-2020** school year at a daily rate of \$185.00 for 200 days; this includes 20 days of extended school year through July 12, 2020, and \$52 daily rate for round trip transportation for 200 days, services not to exceed **\$47,400.00**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$47,400.00** for **Student: JR062907**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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AGREEMENT #19-131

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-134 - Cronin Assessment (DeGenna/Madden)

Cronin Assessment will provide Independent Educational Evaluator Services for the Special Education Services Department during the 2019-2020 academic year to complete psychoeducational evaluations. Term of Agreement: July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Not to exceed \$30,000.00 (per attached rate sheet) - 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 ratify Agreement #19-134 with Cronin Assessment.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-134 - Cronin Assessment \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-134

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 23rd day of October 2019 by and between the Oxnard School District (“District”) and Cronin Assessment (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from 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.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00) per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Cronin Assessment
PO Box 1723
Agoura Hills, CA 91376
Attention: Pegeen Cronin
Phone: 877.428.8478
Email: askdrchronin@gmail.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:

CRONIN ASSESSMENT:

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 #19-134

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-134

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 #19-134

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-134

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-134

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-134

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 #19-134

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-134

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



INDEPENDENT EXAMINER EVALUATION/EXPERT RATE SHEET

- Fees, including travel, are billed at: \$250/hour

Services include, but are not limited to:

Program observation
Program consultation
Student interview
Student Assessment
Parent/staff interviews
Record reviews
Interview with collateral sources
Written documents such as reports or summaries
Meetings, including IEP participation
Attorney consultation
Hearing preparation

- A contracted rate includes the services agreed upon in the list above.
- **Additional fees** will be charged with a contracted rate, including travel time, for: travel expenses (e.g., meals, hotel), extra certifications, including insurance (\$100) and fingerprinting (\$250.00 plus fees).
- **Dr. Cronin's Fingerprints:** In order to apply and maintain a license as a psychologist, LiveScan finger printing is required. Therefore, Dr. Cronin's fingerprints are on file with the state and the website tab "fingerprinting" describes the process from this link (the process is the same as required by schools): <https://www.psychology.ca.gov/applicants/psychologist.shtml> (Review of EDUCATION CODE – EDC, Title 2, Article 1.#5125.1. identifies this requirement for contracted district personnel that are not likely to have required fingerprinting (e.g., cleaning companies, caterers) for employment purposes.)
If the district requires that Dr. Cronin provide additional fingerprinting the following charges will apply outside or above the contracted rate: \$250.00 plus fees for the fingerprinting process.
- **Copies and mailing of protocols:** Should copies/ mailing be required, the fee that is added to the IEE rate is and should be reflected in the contract is: \$120
 - Rate reflects a service fee to make copies of \$75.00 for time spent, \$30.00 cost of actual copies given rates in the community, and \$15.00 to mail copies by priority mail

Legal proceedings:

- Depositions & testimony including travel are billed at: \$350/hour plus travel expenses.
- Daily rate of \$2500.00 plus travel expenses is billed for the following services that exceed 4 hours (including travel) and is nonrefundable within 7 days of scheduled: depositions/testimony, program observations/assessment/evaluation.
- \$3000.00 Retainer for legal matters



Certificate of Liability Insurance

Date Issued: 10/22/2018

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Pegeen Cronin
PO Box 1723
Agoura Hills, CA 91376

Policy Number: E225801
Policy Term: 01/03/2019 to 01/03/2020
Occupation: Licensed Psychologist

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
▫ Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

**MEMORANDUM OF AGREEMENT #19-135
BETWEEN THE COUNTY OF VENTURA AND
THE OXNARD SCHOOL DISTRICT
FOR EDUCATIONAL SUPPORT
SERVICES**

This Memorandum of Agreement (“MOA”) is made and entered into by and between the Oxnard School District (hereinafter referred to as “District”) and the County of Ventura, through its Behavioral Health Department (hereinafter referred to as “VCBH”), collectively referred to as the “parties.”

Whereas, District desires to engage VCBH to provide educational support services as described in Exhibit A – Description of Services, which is attached hereto and incorporated herein by this reference (“Services”); and

Whereas, VCBH has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this MOA;

NOW, THEREFORE, it is agreed as follows:

1. **ARRAY OF SERVICES.** VCBH agrees to provide the Services at District. See Exhibit A.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this MOA is that of independent contractor. In performing the Services, VCBH shall at all times act and perform as an independent contractor of District, and not as a partner, joint venture, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. VCBH is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind District in any manner. Except for any materials, procedures, or subject matter agreed upon, and reduced to writing herein, between VCBH and District, VCBH shall have complete control over the manner and method of performing the Services.

VCBH understands and agrees to independent contractor status. VCBH understands and agrees that acceptance of this MOA creates a rebuttable presumption that the officers, agents, employees, or subcontractors of VCBH are not entitled to coverage under the California workers’ compensation insurance laws, unemployment insurance, health insurance, pension plans, or any other benefits normally offered or conveyed to District employees. VCBH will be responsible for payment of all VCBH employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOA.

3. **NON-EXCLUSIVITY.**

- a. During the term of this MOA VCBH may, independent of its relationship with District, without breaching this MOU or any duty owed to District, render services for any other entity.
- b. During the term of this MOA District may, independent of its relationship with VCBH, without breaching this MOU or any duty owed to VCBH, contract with other individuals and entities to render the same or similar services to District.

4. **SERVICES.** VCBH shall provide District with the Services described on the “Description of Services” attached hereto at Exhibit A and incorporated herein by this reference.

5. **TIME OF PERFORMANCE.** The term of this MOA shall commence on July 1, 2019, and terminate on June 30, 2020. However, this MOA may automatically extend by mutual consent in writing for two additional fiscal years, from July 1, 2020 through June 30, 2022, with all other terms of the MOA remaining the same.

6. **PAYMENT AND EXPENSES.** There is no financial obligation on the part of District or VCBH to participate in this educational outreach program.

7. **ASSIGNMENT AND SUBCONTRACTORS.** VCBH shall not assign, sublet, or transfer this MOA or any rights or interest hereunder without the prior written consent of District, which may be withheld by District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent VCBH from employing independent associates, subcontractors, and sub-consultants as VCBH may deem appropriate to assist in the performance of Services herein, subject to the prior written approval of District. Any attempted assignment, sublease, or transfer in violation of this MOA shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for District, in its sole discretion, to terminate the MOA.

8. **TERMINATION OR AMENDMENT.** This MOA may be terminated or amended in writing at any time by mutual written consent of the parties, and may be terminated by either party for any reason by giving the other party 30 days’ advance written notice. The parties to this MOA shall be excused from performance hereunder during the time and to the extent they are prevented from obtaining, delivering, or performing services due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this MOA shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Nationally recognized overnight express courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express courier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to District and VCBH as follows:

Oxnard School District
District

Ventura County Behavioral Health
VCBH

Attn: Lisa Franz, Director of Purchasing

Attn: Maryza Seal, Contracts Manager

Email: Maryza.Seal@Ventura.org.

1051 South A Street
Street

1911 Williams Drive
Street

Oxnard, CA, 93030
City, State, Zip Code

Oxnard CA, 93036
City, State, Zip Code

- 10. **WARRANTY.** VCBH hereby warrants to District that the Services shall be performed in a professional manner consistent with the highest industry standards.
- 11. **ADDITIONAL WORK.** If changes in the Services are recommended by VCBH or District, and informal consultations with the other party indicate that a change is warranted, the changes shall be implemented in the following manner:
 - a. A letter outlining the changes shall be forwarded to District by VCBH with an outline of changes in the Description of Services, Exhibit A.
 - b. A written amendment to this MOA shall be prepared by District and executed by the parties before any performance of additional or different Services.

Any such amendment to the MOA shall not render ineffective or invalidate unaffected portions of this MOA.

- 12. **COMPLIANCE WITH LAWS.** VCBH hereby agrees that its officers, agents, employees, and subcontractors shall obey all applicable local, state, and federal laws and regulations in the performance of this MOA, including, but not limited to, minimum wage laws and/or prohibitions against discrimination.

VCBH and its officers, agents, employees and/or subcontractors shall secure and maintain in force for the full term of this MOA, at VCBH's sole cost and expense, such licenses and

permits as are required by law, in connection with the furnishing of all the Services, and materials or supplies necessary for completion of the Services.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

VCBH represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

14. **PRIVACY.** VCBH and District acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, student records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g, and health and other records under provisions of state law relating to privacy. VCBH and District shall ensure that all activities undertaken under this MOA conform to the requirements of these laws.

15. **INDEMNIFICATION.** VCBH agrees to defend, indemnify, and hold harmless District, its officers, directors, agents, employees, and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of VCBH or its officers, directors, agents, employees, and/or volunteers whether or not such act or omission is authorized by this MOA. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of District or its officers, directors, agents, employees, volunteers and/or students.

District agrees to defend, indemnify, and hold harmless VCBH, its officers, directors, agents, employees, and/or volunteers from any and all third-party claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of District or its officers, directors, agents, employees, and/or volunteers whether or not such act or omission is authorized by this MOA. District assumes no responsibility whatsoever for any property placed on District premises by VCBH, its agents, employees or volunteers. The provisions of this Section 15 do not apply to any damage or losses caused solely by the negligence of VCBH or its officers, directors, agents, employees, and/or volunteers.

16. **INSURANCE.** VCBH and District each recognize and accept that the other party is a public agency and is self-insured. Each party will maintain coverages commensurate with its activities under this MOA. Either party may, at that party's discretion, purchase commercial insurance to cover its exposure hereunder.

VCBH will provide District with a certificate of insurance, or a substantially equivalent document, showing evidence of its workers' compensation insurance coverage and general liability insurance coverage.

The District will provide VCBH with a certificate of insurance, or a substantially

equivalent document, showing evidence of District's workers' compensation insurance coverage and general liability insurance coverage.

17. **SAFETY AND SECURITY.** VCBH shall be responsible for ascertaining from District all rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

VCBH and all subcontractors are required to comply with Education Code section 45125.1 fingerprint certification requirements. VCBH must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any Services for District under this MOA.

18. **GOVERNING LAW AND VENUE.** The parties hereby acknowledge and agree that each party is a public entity, which is subject to certain requirements and limitations. This MOA and the obligations of each party hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOA, the action shall be brought in state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law. VCBH and District hereby waive and expressly agree not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCBH and District further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

19. **DISPUTE RESOLUTION.** VCBH and District agree that the following process will be used to address disputes arising under this MOA only after collaborative efforts have been attempted beginning at the lowest possible level.

By August 1, 2019, and for any extension of this MOA beyond 2020, VCBH and District will name a mutually agreed upon administrator of a Ventura County department or agency to mediate disputes using a process of facilitated communication through non-binding VCBH and District mediation. The parties will use the following process:

- A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the party initiating the dispute to the non-initiating party.
- If the issue is not resolved within 5 business days, the party initiating the dispute shall request that the mediator be contacted to schedule a meeting between the parties.
- No later than 60 calendar days from the date the mediator is contacted, a resolution plan between the two parties will be developed.

- The responsible VCBH and District personnel shall assure the agreements included in the resolution plan are implemented.
 - The costs for this process shall be shared equally between VCBH and District.
20. **NATURE OF AGREEMENT.** This MOA constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter hereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOA represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOA may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
 21. **BINDING EFFECT.** This MOA shall inure to the benefit and shall be binding upon all of the parties to this MOA, and their respective successors in interest or assigns.
 22. **WAIVER.** No claim or right arising out of a breach of this MOA can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
 23. **THIRD PARTY RIGHTS.** Nothing in this MOA shall be construed to give any rights or benefits to anyone other than District and VCBH.
 24. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.
 25. **PARAGRAPH HEADINGS.** The headings of the paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOA or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
 26. **AUTHORITY.** VCBH represents and warrants that VCBH has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOA. Each party warrants that the individuals who have signed this MOA have the legal power, right, and authority to make this MOA and to bind each respective party.

IN WITNESS WHEREOF, the parties have executed this MOA as of the date last written below.

OXNARD SCHOOL DISTRICT
District

COUNTY OF VENTURA
VCBH

By: _____
Signature

Signature

Lisa A. Franz
Name

Name

Director, Purchasing
Title

VCBH Director
Title

Date

Date

EXHIBIT A
DESCRIPTION OF SERVICES
OXNARD SCHOOL DISTRICT AND VCBH MOA

District will:

1. Provide a primary contact for each school site to establish direct communication with VCBH staff.
2. Work with VCBH staff to plan and deliver a parent educational series at targeted school sites to inform the community about behavioral health services available in the County of Ventura.
3. Work collaboratively with VCBH staff to reduce barriers to identification and treatment of mental illness and provide targeted support to individual communities within District where significant barriers to access are identified.
4. Provide access to staff development opportunities to educate faculty/staff/administration on mental health issues and VCBH.
5. Work in collaboration with VCBH staff in community outreach and awareness activities.
6. Work in collaboration with VCBH to serve children and families jointly through a shared model (“pyramid of interventions”) that incorporates the resources of each agency.
7. Provide information to VCBH staff regarding the treatment of students consistent with the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).
8. Work with VCBH staff to establish target goals for measurement of success by gathering, analyzing and planning in response to these measurements.

VCBH will:

1. Provide a primary contact for each school site to establish direct communication with District staff.
2. Provide a parent educational series (4 sessions each series) on mental health issues twice per academic year at each designated District school site.
3. Work collaboratively with District staff to reduce barriers to identification and treatment of mental illness and provide targeted support to individual communities within District where significant barriers to access are identified.
4. Work in collaboration with District staff in community outreach and awareness activities.
5. Provide information to District staff regarding the treatment of students (consistent with FERPA and HIPAA).
6. Work with District staff to establish target goals for measurement of success by gathering, analyzing and planning in response to these measurements.
7. Work in collaboration with District counseling team to ensure continuity and coordination of behavioral health services.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #19-136 – Dial Security – Alarm Monitoring/Maintenance Services (Penanhoat)

At the Board Meeting of October 5, 2016, the Board of Trustees awarded Bid #16-02, Alarm Monitoring/Maintenance Services as required at all district sites, and approved Agreement #16-134 with Dial Security of Camarillo, California for the 2016-17 fiscal year. This was a one (1) year service contract with an option to renew for four (4) additional one (1) year periods.

Agreement #19-136 is for year 4 for the period of 10/6/19 through 10/5/20, in the amount not to exceed \$119,326.53.

FISCAL IMPACT:

\$119,326.53 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #19-136 with Dial Security.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-136 - Dial Security \(2 Pages\)](#)
[Renewal Notice \(1 Page\)](#)

AGREEMENT

#19-136

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **Dial Security** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from **October 6, 2019** through **October 5, 2020***. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

***With an option to renew for one (1) additional one (1) year period.**

II

WORK

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the attached Quotation Sheet(s), incorporated herein by reference, and the attached Renewal Notice dated 9/26/19.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

DIAL SECURITY:

OXNARD SCHOOL DISTRICT:

Signature _____

Signature _____

Name: _____
(print or type)

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on _____

Item No. _____

-
-
-
-

760 West Ventura Blvd.
Camarillo, CA 93010
Tel: (805) 389-6700
Fax: (805) 383-3401



September 26, 2019

Oxnard School District
1051 South A Street
Oxnard, CA 93030

To: John Cooper

Re: OSD Contract Renewal

Dear John,

This letter is to give notice that Dial Security wishes to exercise the renewal option of the Alarm Monitoring Services. The most current record available for the Consumer Price Index figures for 12 months ending is August of 2019. The contract allows for an increase not to exceed the CPI for the year.

Based on the fees for the past year, as well as the additional services of \$7,992.00, contracted since the last purchase order (P19-0167) was issued, the monies due for 2019-2020 beginning October 1st is \$115,851.00 plus the CPI factor. The CPI issued in August of 2019 for the Greater Los Angeles Area for the 12-month period is 3.0%. The dollar amount of that increase is \$3,475.53 making the total amount of the renewal on the contract \$119,326.53.

If you have any questions about the services Dial is providing to the District please feel free to contact me.

Melissa S. Dundas
Electronic Security Manager

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Work Authorization Letter #8 to Construction Testing Engineering (CTE) Inc., to provide Geotechnical Observation & Testing Services at the Lemonwood ECDC Project (Penanhoat/CFW)

At the March 2, 2016, regularly scheduled Board Meeting, the Board of Trustees approved CSA #15-198 with Swinerton Builders for the reconstruction of the Lemonwood K-8 School. Subsequently, an amendment was approved for the renovation of the ECDC building at the June 19, 2019 regularly scheduled Board Meeting.

Construction Testing Engineering (CTE) Inc, provided Geotechnical Engineering Services which includes Special Inspections and Material Testing as directed by the Inspector of Record for the duration of the reconstruction of the Lemonwood K-8 School campus. As part of this effort, CTE will continue to provide Geotechnical Engineering Services which include Special Inspections and Material Testing as directed by the Inspector of Record during the period of renovation of the ECDC building.

The District, in consultation with CFW recommends issuing this Work Authorization Letter #8 to Construction Testing Engineering (CTE) Inc., to provide continued Special Inspection and Material Testing Services for the Lemonwood ECDC Project.

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

Master Agreement: #13-124

Work Authorization Letter: #8

Consultant: Construction Testing Engineering (CTE)

Date Issued: 10/23/2019

FISCAL IMPACT:

The Geotechnical Observation & Testing Services will be completed for a fee of Eleven Thousand Three Hundred Twenty Dollars and Zero Cents (\$11,320.00) to be paid to CTE under WAL #8 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 six-month update.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees ratify WAL #8 for Master Agreement #13-124 with CTE.

ADDITIONAL MATERIALS:

Attached: [WAL #8 - Construction Testing & Engineering \(1 Page\)](#)
[Proposal, Construction Testing & Engineering, June 21, 2019 \(4 Pages\)](#)
[Master Agreement #13-124 - Construction Testing & Engineering \(38 Pages\)](#)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: 5 SITE NAME: Lemonwood ECDC MASTER AGREEMENT #: 13-124 WAL #: 8	DATE: 10/23/2019 DSA # 03-116656 OPSC # VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Construction Testing Engineering Street: 1645 Pacific Ave. Suite 107 City, State, Zip: Oxnard, CA 93033 Phone: 805.486.6475

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

CTE will provide professional services as required by Division of the State Architect Inspections List, as requested by, the Inspector of Record to perform the following materials tests and special inspection services: Compaction, rebar, concrete, batch plant and welding testing and special inspection services at the subject site that include sampling materials and related laboratory testing of sampled soils and concrete.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 6/25/2019	COMPLETION DATE: Approximately 12/31/2019
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FIXED FEE AMOUNT: Eleven Thousand Three Hundred Twenty Dollars and Zero Cents (\$11,320.00)

This fee amount is based upon Consultant's proposal dated 6/21/19 and subsequent negotiations mutually agreed to by all parties

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

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

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

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

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

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

SPECIAL INSTRUCTIONS:



June 21, 2019

Proposal No. Ox-19537.r1

Mario Mera, Senior Program Manager
Caldwell, Flores, Winters Inc.
1901 S. Victoria Avenue, Suite #106
Oxnard, CA 93035

Office: (805) 201-1989
Email: MMer@cfwinc.com

Subject: Proposal for a Material Testing (Revised)
Additions to ECDC Building, Lemonwood Elementary School
2200 Carnegie Court
Oxnard, CA

Dear Mr. Mera,

CTE, South, Inc. (CTE), has prepared an estimate for compaction, rebar, concrete, batch plant and welding testing and inspection services at the subject site that includes sampling materials, and related laboratory testing of sampled soils and concrete. It is assumed that the inspections would be subject to "Prevailing Wages," as defined by the California Department of Industrial Relations. Our fees would be billed on a "time and materials" basis as follows:

Inspection Technician (Aggregate, Soils, Asphalt, Rebar, Concrete, Batch Plant)	\$90/hours
Welding Inspection	\$95/hour
Laboratory Concrete Compression Testing	\$25/cylinder
Sample Pick-up	\$40/trip
Geotechnical Observation and Testing Summary Report (if required)	\$600 each

Proposed Inspection and Testing Services:

Service	Qty	Unit	Rate	Total
Compaction Technician (Soils / Asphalt / Rebar, etc.)	20	hrs @	\$90	\$1,800
Welding Inspection	24	hrs @	\$95	\$2,280
Concrete Technician (Site Sampling / Batch Plant)	32	hrs @	\$90	\$2,880
Lab Maximum Density Test (Proctor)	1	each @	\$200	\$200
Concrete Compression Testing	12	cylinders @	\$25	\$300
Sample Pickup	4	each @	\$40	\$160
Geotechnical Observation and Testing Summary Report (if required)	1	each @	\$600	\$600
Staff Engineering Services	10	hrs @	\$90	\$900
Sr. Engineer Services	20	hrs @	\$110	\$2,200
Estimated Total for Geotechnical Services:				\$11,320

The final cost will vary according to the actual number of inspection hours and tests performed. As you may know, our fees are dependent upon the construction schedule for the project. Should you have questions regarding our proposal or require further information, please contact me at (805) 486-6475.

Respectfully submitted,

CTE SOUTH, INC.



Dharmesh Amin, M.S., P.E., G.E.

Branch Manager

AUTHORIZATION FOR WORK TO BE PERFORMED:

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office. The attached CTE Standard Terms and Conditions shall govern this agreement.

Authorization Signature

Printed Name

Title

Date

GENERAL CONDITIONS:

- 1 Inspectors & technicians, if used, are charged at site time with a two hour minimum. In cases of overtime, site time only hours will be invoiced.
- 2 Same day cancelation or show up situations will be subjected to a two hour minimum charge.
- 3 Final cost will depend on the actual services and testing performed.
- 4 In the case that a inspector site time does not equate to an exact hour there time will be rounded up to the nearest hour. For example, 4.75 hours would be invoiced for 5 hours.

CTE, SOUTH, INC., STANDARD TERMS & CONDITIONS

- 1. SCOPE OF AGREEMENT:** CTE, South, Inc.'s ("CTE's") written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
- 2. PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
- 3. CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
- 4. TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
- 5. PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
- 6. OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE ("CTE Work Product"), and copies thereof, shall remain the property of CTE and may not be used by or relied upon by other third parties without CTE's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the CTE Work Product for its intended purpose. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
- 7. MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
- 8. WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans, or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
- 9. EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 10. USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE, and waives all rights and claims against CTE for their unauthorized use.
- 11. NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
- 12. CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
- 13. SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
- 14. PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
- 15. CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Construction Testing and Engineering, Inc.** (“Consultant”) with a business address at 1645 Pacific Avenue, Suite 107, Oxnard, CA 93033. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AB (Initials)

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

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

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

TD (Initials)

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

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

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

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

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

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

RB (Initials)

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

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

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

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

To Consultant: Construction Testing and Engineering, Inc.
1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
Attention: Michael Molina
T: (805) 486-6475
Email: mmolina@cte-inc.net

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

**CONSTRUCTION TESTING & ENGINEERING
INC.:**



Signature



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Rodney Ballard, President

Typed Name/Title

11-20-13

Date

Oct. 30, 2013

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 93-0997190

- Not Project Related
 Project #13-124

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

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

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

COMPENSATION & RATE/FEE SCHEDULE

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

Schedule of Fees and Services	
PROFESSIONAL SERVICES	Rate per Hour
<u>PROFESSIONAL ENGINEERING STAFF</u>	
Principal Engineer / Geologist	\$110
Senior Engineer / Geologist / Architect	\$86
Project Engineer / Geologist / Architect	\$85
Environmental Consultant / Registered Environmental Assessor	\$95
Staff Engineer / Geologist / Architect	\$85
Environmental Specialist	\$85
Environmental Technician	\$85
Roofing / Waterproofing Inspector	\$85
Roofing / Waterproofing Consultant	QUOTE
<u>INSPECTION SERVICES & QUALITY CONTROL</u>	
Pile Driving Inspector / Deep Foundation Inspector	\$85
Senior Soil Technician includes nuclear gauge or mobile laboratory	\$75
Soil Technician II includes nuclear gauge or mobile laboratory	\$76
Mechanical / Electrical Inspector	\$85
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$72
Shop Fabrication Inspection (Within California)	QUOTE
Shop Fabrication Inspection (Outside California)	QUOTE
Field Technician I (ACI / Soil)	\$75
Concrete Technician (ACI)	\$72
Inspector of Record / DSA / OSH-PD Inspector	QUOTE
Quality Control Representative	QUOTE
Submittal Reviewer	QUOTE
Prevailing Wage Site Work	QUOTE
QC Plan Preparation	QUOTE
<u>NON-DESTRUCTIVE TESTING SERVICES</u>	
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	\$85
Metallic Surface Coatings (Paint or Fluorescent Fireproofing)	QUOTE
Radiographic (low power portable and laboratory available)	QUOTE
<u>SPECIAL SERVICES:</u>	
Coring / Sawing Operator & Equipment (1-man crew)	\$150
Coring / Sawing Operator & Equipment (2-man crew)	\$225
Floor Flatness (includes reports and Registered Engineer Certification)	\$150
Mobilization / Demobilization - flat rate	N/A
Reinforcing Steel Location	\$85
Anchor Pull Tests - up to 30 tons	\$96
Glue Lamination Inspection	QUOTE
Batch Plant Inspector	\$75
Procedure Qualification per: AWS, ASME or Military Standards	QUOTE
<u>SUPPORT SERVICES:</u>	
Certificate of Completion	\$350
Draftsman	\$60
Express Mail (FEDEX/UPS) (minimum)	\$30
Facsimile (each page)	\$1
File Search, re-issue of report, copies (minimum)	\$50
Review of Files for processing Affidavits and Certifications	\$45
Word Processing/Secretarial (per hour)	\$45
Sample Pickup	\$50
<u>COURT APPEARANCE AND DEPOSITIONS:</u>	
Senior Professional Preparation, Deposition or Testimony	\$250
Travel & Expenses	Actual + 15%
Evidence Storage (per month)	\$50

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Schedule of Fees and Services			
MATERIALS TESTING	Price per Specimen	ASTM Designation	Other Method Used
SOILS:			
California Bearing Ratio (CBR), Includes Maximum Density Curve	\$360	D 1883	---
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$435	D-558	---
Cement Treated Base, Sample Fabrication (Set of Three)	\$120	D-558	CTM 312
Cement Treated Base, Compression Test	\$25	---	---
Chloride Content of Soil	\$70	---	---
Conductivity	\$35	---	CAL-TM-424
Consolidations - Per Point	200.00 or \$65.00 per point	D 2435	---
Direct Shear Test	\$195 to \$245	D 3080	---
Expansion Index	\$140	D 4829	UBC 18-2
Hydrometer Analysis (Fine Grade)	\$100	D-422	---
Hydrometer Analysis with coarse & fine grade	\$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve)	\$190	D 1557	CTM 216
Laboratory Compaction Test Requiring Rock Correction	\$225	D 1557 / D 4718	---
Moisture Content	\$35	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits	\$100	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	\$210	D-5084	---
Granular Soil	\$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	\$225	D-2844	CTM 301
Resistivity and pH of Soil	\$150	D-4972	CTM 643
Sand Equivalent	\$100	D 2419	CTM 217
Shrinkage Limit	\$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	\$70	C 68	---
Soil Classification w/ Atterburg & Gradation	\$240	D 2467	---
Sulphate Content of Soil	\$80	---	---
AGGREGATES:			
Absorption Test, Coarse Aggregate	\$25	C 127	---
Absorption Test, Fine Aggregate	\$25	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$210	---	---
Clay Lumps and Friable Particles	\$85	C 142	---
Cleanliness Value	\$70	---	CTM 227
Crushed Particles, Percent	\$110	---	CTM 205
Durability Index, Coarse Aggregate	\$95	D 3744	CTM 229
Durability Index, Fine Aggregate	\$70	D 3744	CTM 229
LA Rattler	\$150	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	\$225	C 87	---
Organic Impurities in Sand	\$45	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	\$50	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75	C 136	---
Soundness of Aggregates by Sulfates	\$45	---	---
Specific Gravity, Fine Aggregate	\$50	C 128	---
Specific Gravity, Coarse Aggregate	\$40	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	\$50	C 29	---

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

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

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

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

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

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

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

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

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

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

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

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

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

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

INSURANCE

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

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

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

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

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

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

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

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

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

Name: Shawn Huffman

Title: Project Manager

AND/OR

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

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

Date: Oct. 30, 2013

Proper Name of Contractor: Construction Testing & Engineering, Inc.

Signature: 

By: Rodney Ballard

Its: President

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

SCOPE OF SERVICES (PART 1 OF 2) – GEOTECHNICAL ENGINEERING

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

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

1. Borings:

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

2. Drilling and sampling methods and protection of property:

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

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

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

3. Percolation Testing:

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

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

4. Reports

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

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

5. Construction Phase Services

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

STATUS REPORT FOR ACTIVITY:

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

DUE DATE

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

- Not Project Related
- Project #13-124

- C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**
- D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

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

7. Accuracy Standards

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

- Not Project Related
- Project #13-124

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Construction Testing & Engineering, Inc. ("CTE")

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

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

Construction Testing & Engineering, Inc. Date

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

Caldwell Flores Winters, Inc. Date

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

- Not Project Related
 Project #13-124

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row = at left, press CTRL+C to copy row, right click grey row = immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
 - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2013

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

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

PRODUCER Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 CA# 0G31993 Tucson AZ 85711	CONTACT NAME: Kathy Taylor PHONE (A/C, No, Ext): 520-881-5760 E-MAIL ADDRESS: ktaylor@crestins.com	FAX (A/C, No): 520-325-3757
	INSURER(S) AFFORDING COVERAGE	
INSURED CTE, CAL, Inc. 14538 Meridian Parkway, Suite A Riverside CA 92518-3018	INSURER A : Travelers Property Casualty Co. of	NAIC # 25674
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 675832320 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6308298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	8108298X967	4/17/2013	4/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8298X967	4/17/2013	4/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project #13-124. Certificate Holder is additional insured under general and auto liability if required by written contract per the attached policy forms. Waiver of Subrogation & Primary & Non Contributory applies if required by written contract per attached forms. Coverage is subject to policy forms, terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER Oxnard School District Caldwell Flores Winters, Inc. 1901 S. Victoria Ave., Suite 106 Oxnard CA 93035	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 <i>Cody Ritchie</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB8298X967

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Blanket Waiver of Subrogation

DESIGNATED ORGANIZATION:

Blanket Waiver of Subrogation

DATE OF ISSUE: - -

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED → B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION ← N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

→ **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

→ **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 8108298X967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Blanket Additional Insured

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 011 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Change Order No. 011 addresses code-required modifications to the project elevator. COR Nos. 230, 237, 244 and 245 improve the fire safety component of the elevator. COR No. 239 is a code-required modification requiring adjustments to the elevator door framing. Change Order No. 011 provides for the Board's ratification of the following five (5) COR's:

- COR No. 230 - Add light above Elevator per SFM
- COR No. 237 - Replace Hydraulic Oil with Veg Oil @ Elevator
- COR No. 239 - Reframe Elevator Machine Room Door
- COR No. 244 – Elevator Access Panels
- COR No. 245 – Lift Rental for Elevator Work

FISCAL IMPACT:

Fifteen Thousand Seven Hundred Twenty-Four Dollars and No Cents (\$15,724.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 six-month update.

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. 011 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 011 \(2 Pages\)](#)
[COR 230 - Add Light above Elevator per SFM \(7 Pages\)](#)
[COR 237 - Replace Hydraulic Oil w-Veg Oil Elevator \(9 Pages\)](#)
[COR 239 - Reframe Elev Machine Room Door \(11 Pages\)](#)
[COR 244 - Elev Access Panels \(13 Pages\)](#)
[COR 245 - Lift Rental for Elev Work \(10 Pages\)](#)
[Construction Services Agreement #17-117 - Bernards \(115 Pages\)](#)



CHANGE ORDER

Date: 10/23/2019

CHANGE ORDER NO. 011

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 (1-10).....	\$ 356,587.00
ADJUSTED CONTRACT SUM.....	\$ 9,350,823.00
NET CHANGE -\$.....15,724.00

Total Change Orders to Date: 011.....\$ 372,311.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 011... ..\$ 9,366,547.00

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:Zero Days
Adjusted Completion Date:October 31, 2018

Percentage(4.14%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR No. 230- Add light above Elevator per SFM				\$ 2,234.00
2.	COR No. 237- Replace Hydraulic Oil with Veg Oil @Elevator				\$ 7,728.00
3.	COR No. 239- Reframe Elevator Machine Room Door				\$1,202.00
4.	COR 244 – Elevator Access Panels				\$3,213.00
5.	COR 245 – Lift Rental for Elevator Work				\$1,347.00
6.					
	Totals				\$15,724.00

Total Change Order No. 011 \$ 15,724.00_

**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: _____

ASSIST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



CHANGE ORDER REQUEST

COR No. 230 R0

Date: 9/19/2019

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

DESCRIPTION OF WORK

Elevator Machine Room Light

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add light above Elevator Machine Room Door	Taft Electric Co	2,059
Reason: Required by code. Not shown in contract drawings.		
Requested By: CFW/State Elevator Inspector		
		Subtotal: 2,059
Contractual Costs		
Fee		106
Sub Default Insurance		25
CCIP		26
Bond		18
		Subtotal: 175
Total Change Order Request Amount:		2,234

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



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2258 - Marshall ES
2900 Thurgood Marshall Dr, Oxnard, CA 93036
Oxnard, California 93036
Phone: 8056547994
Fax: 8056547994

Change Order Request #025: Elevator Light Fixture

TO:	Bernards 555 1st St San Fernando, California, 91340	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	025 / 0	CONTRACT:	1 - Marshall ES Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Matt Gobuty (Taft Electric Company)
STATUS:	Pending - Proceeding	CREATED DATE:	9/13 /2019
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$2,059.00

POTENTIAL CHANGE ORDER TITLE: Elevator Light Fixture

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Add exterior wallpack fixture at elevator service room

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

General Exclusions:

- Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
- Any weather proofing or sealing of exterior penetrations for water intrusion.
- Any fire proofing or sealing complete.
- Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
- Any and all parts and labor not specifically listed above or within.
- Any abatement including asbestos removal or containment.
- Any permits or fees.
- Any costs associated with the design, engineering (including wet stamps), or approval process.
- Any access panels.

ATTACHMENTS:

Job ID: 2258
 Project: Marshall ES COR



Takeoff

Vendor: TAFT Labor Level: LABOR 2 13 Sep 2019 19:51:01

Region: COR Q25 ELEV FIXTURE

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
150417	1.00	EA	M	1-1/2" DEEP 16.3-CI	4" ROUND ALUM WP BOX W/ 5 x 3/4"HUBS	16.6942	16.69	2.5000	2.50
TITLE	20.00		M		1/2" EMT (3)#12+G	0.0000	0.00	0.0000	0.00
10046	20.00	FT	M	1/2	EMT	0.5283	10.57	0.0560	1.12
30136	2.00	EA	M	1/2	EMT STEEL-COMP COUPLING	0.4904	0.98	0.1500	0.30
30216	2.00	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.4160	0.83	0.3100	0.62
70029	66.00	FT	M	12	THHN/THWN CU (SOL)	0.1002	6.61	0.0075	0.50
70111	22.00	FT	M	12	GREEN THHN CU (GRD 20A)	0.1049	2.31	0.0075	0.17
630064	3.00	EA	M	1/2	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	1.3102	3.93	0.3120	0.94
160573	5.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.09	0.0300	0.15
TITLE	1.00		M	1/2	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50073	3.00	FT	M	1/2	LIQUIDTITE CONDUIT	1.0485	3.15	0.0500	0.15
50084	1.00	EA	M	1/2	LIQUIDTITE ANGLE CONNECTOR	3.9007	3.90	0.2160	0.22
50095	1.00	EA	M	1/2	LIQUIDTITE STRAIGHT CONNECTOR	2.3047	2.30	0.1800	0.18
40207	2.00	EA	M	1/2	GRD BUSHING INSULATED	5.8740	11.75	0.3150	0.63
100152	6.00	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.2000	1.20
TITLE	1.00		M	2-1/8 DEEP	BOX 4S BLANK	0.0000	0.00	0.0000	0.00
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.6794	4.68	0.5250	0.52
160723	1.00	EA	M	24"	T-BAR BOX HANGER	4.5342	4.53	0.0450	0.05
150090	1.00	EA	M		4"SQ BLANK CVR	1.0926	1.09	0.0900	0.09
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.11	0.0300	0.18
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0600	0.06
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0507	0.05
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.13	0.0423	0.04
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0310	0.06
130076	1.00	EA	M	42W	COMPACT FLUORESCENT WALLPACK	0.0000	0.00	2.5000	2.50
Phase Totals:							74.55		12.22



HOURLY LABOR COST RATES

Sub/Contractor: Taft Electric Company **Trade:** Eletrical
Date: 10/27/2017 **Classification:** Foreman
Project: Marshall Elementary School
Rate Effective Through: December 31, 2018 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.05	\$ 72.08	\$ 96.10
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 48.05	\$ 72.08	\$ 96.10
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.98	\$ 4.47	\$ 5.96
Medicare	\$ 0.70	\$ 1.05	\$ 1.39
FUI	\$ 0.06	\$ 0.09	\$ 0.12
SUI	\$ 0.42	\$ 0.63	\$ 0.85
Workers Compensation Insurance	\$ 10.16	\$ 10.16	\$ 10.16
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 14.31	\$ 16.39	\$ 18.47
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.79	\$ 7.79	\$ 7.79
Pension & Retirement (or equivalent)	\$ 16.64	\$ 24.96	\$ 33.28
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
Hourly Benefits Subtotal	\$ 25.43	\$ 33.75	\$ 42.07
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 87.79	\$ 122.22	\$ 156.64

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: Taft Electric Company **Trade:** Eletrical
Date: 10/27/2017 **Classification:** Journeyman
Project: Marshall Elementary School
Rate Effective Through: December 31, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 43.17	\$ 64.76	\$ 86.34
Vacation & Holiday Accrual	\$ -	\$ -	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 43.17	\$ 64.76	\$ 86.34
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.68	\$ 4.01	\$ 5.35
Medicare	\$ 0.63	\$ 0.94	\$ 1.25
FUI	\$ 0.05	\$ 0.08	\$ 0.10
SUI	\$ 0.38	\$ 0.57	\$ 0.76
Workers Compensation Insurance	\$ 9.13	\$ 9.13	\$ 9.13
General Liability Insurance (If Applicable)	-	-	-
Hourly Payroll Tax & Insurance Subtotal	\$ 12.86	\$ 14.73	\$ 16.59
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.79	\$ 7.79	\$ 7.79
Pension & Retirement (or equivalent)	\$ 16.64	\$ 24.96	\$ 33.28
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
Hourly Benefits Subtotal	\$ 25.43	\$ 33.75	\$ 42.07
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 81.46	\$ 113.23	\$ 145.00

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



CHANGE ORDER REQUEST

COR No. 237 R0

Date: 9/23/2019

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

DESCRIPTION OF WORK

Change Elevator Oil

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace hydraulic oil with vegetable oil.	Republic Elevator Co	7,123
Reason: Necessary due to changes called for in CCD 44. Vegetable oil is considered non combustible.		
Requested By: CSDA Design Group		
Ref CCD 44		
		Subtotal: 7,123
Contractual Costs		
Fee		368
Sub Default Insurance		85
CCIP		90
Bond		62
		Subtotal: 605
Total Change Order Request Amount:		7,728

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
Jose Arche, CSDA

 Printed Name & Title
10-02-19

 Date

 Signature

 Printed Name & Title

 Date



REPUBLIC ELEVATOR COMPANY

P.O. Box 1222 Goleta, CA 93116

Ph 805/ 683-6302; FAX 805/ 683-8948

Request for Change Order

July 15 2019

Marshall Elementary School Project Manager
2900 Thurgood Marshall Dr | Oxnard, CA 93033
T 818.898.1521 | C 805.394.9471

SUBJECT: Request for Change Order

Attn: Rebecca Miller

Republic Elevator Company is requesting change order to cover the direct costs for removing the standard hydraulic oil from the pump unit, draining the holeless jacks, refilling the hydraulic 110 gallons Hydro Safe® Fire Resistant FR Hydraulic Fluid and recharging the holeless jacks. Due to these changes, the substantial completion date of the project will be extended by 6-7 working days from the date of the signed and returned change order. This is because of the 5-6 working day lead time to secure the Hydro-Safe Oil and additional 1-2 day labor time that has been added to the project.

110 GALLONS OF 32 WEIGHT HYDRO-SAFE OIL	\$2717.00
DISPOSAL OF HAZARDOUS WASTE	\$350.00
LABOR	\$4056.00
TOTAL	\$7123.00

The total amount of change order is \$7123.00 and the contract sum will increase by this amount.

Republic Elevator Company. 77 South Fairview Avenue. Goleta, CA 93117
805-683-6302 Phone. 805-683-8948 Facsimile.

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

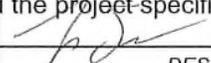
This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #044	Date Submitted: 07/23/19	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (1 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: 

 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.
Brief description of construction change (attach additional sheets if needed): Replace the approved Traction elevator to a Hydraulic elevator. No change impact to the approved structural hoistway/pit. Replace the hydraulic fluid (combustible) with Hydro Safe Fire Resistance FR Hydraulic Fluid. No Change to the hoistway/shaft rating 1-hr. Omit the firesprinkler at pit. Omit 1-leaf of the double door #125 in machine rm. <i>OMIT HEAT DECT. AT PIT, SMOKE DECT. TO REMAIN AT TOP & BOTTOM OF HOISTWAY.</i>
List of DSA approved drawings affected by this CCD: CCD36, CCD40, A-421 FP-002

DSA USE ONLY		DSA STAMP
SSS <i>PF</i> Date <i>7/29/19</i> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	For business office use only	APPROVED DIV. OF THE STATE ARCHITECT LOS ANGELES BASIN REGIONAL OFFICE AC — FLS <i>EJ</i> SS <i>PF</i> APPL NO. <u>03-116806</u> DATE <u>7/29/19</u>
FLS <i>5</i> Date <i>7.29.19</i> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	Date Sent _____	
ACS _____ Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd	Return By _____	
Remarks _____	Delivery Method _____	



CONSULTANT



PROJECT OWNER

2015 S. Silver
 Oxnard, CA 93030
 www.oxnardschool.org

PROJECT OWNER
 OXNARD SCHOOL DISTRICT



NO.	DESCRIPTION	DATE
1	DESIGN INTENT	02/27/2015
2	SCHEMATIC DESIGN	03/23/2015
3	DESIGN DEVELOPMENT	05/27/2015
4	PERMITTING	07/27/2015
5	CONSTRUCTION	07/27/2015

ORIGINAL SCALE
 1/8"=1'-0"

APPROVED
 PROJECT ARCHITECT
 NISHKAN CHAMBERLAIN
 REGISTERED PROFESSIONAL ARCHITECT
 LICENSE NO. 51277

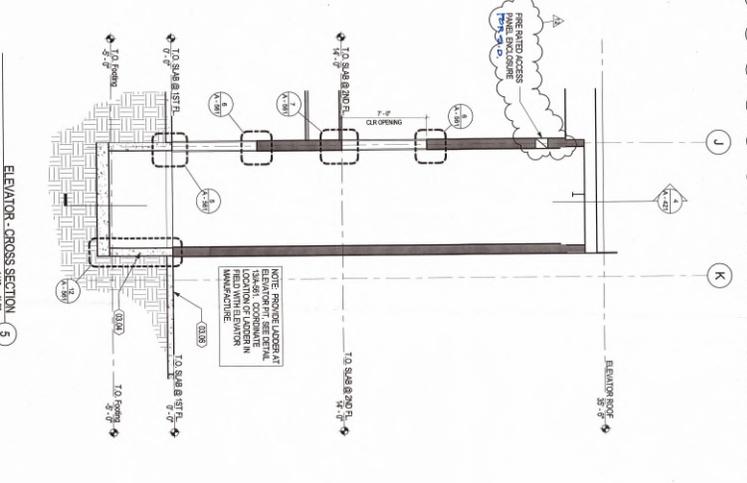
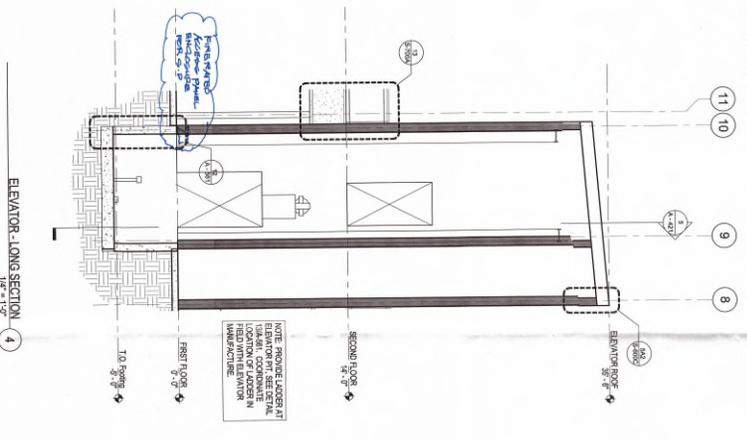
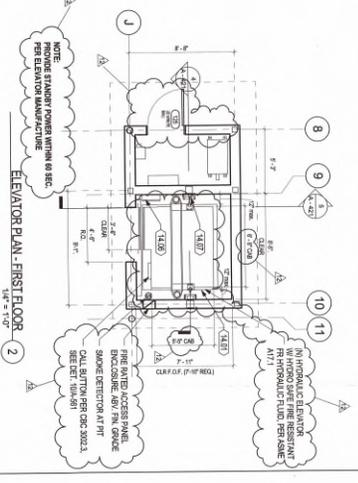
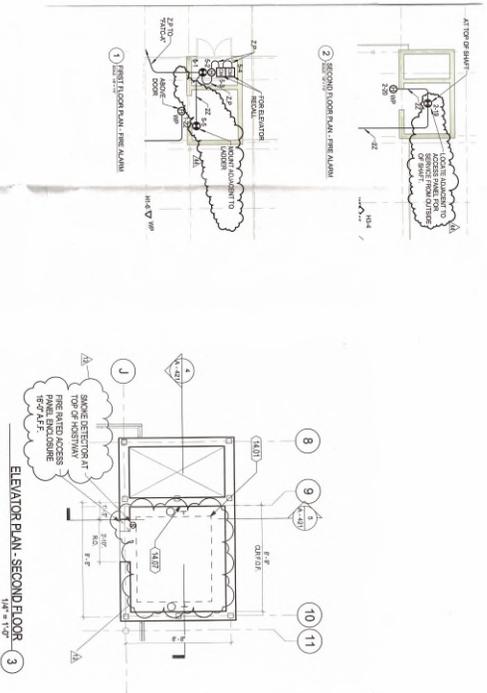
SHEET NO.
A-421

SHEET NOTES

- SEE PLAN FOR ELEVATOR REQUIREMENTS & ELEVATORS
- PROVIDE LADDER AT ELEVATOR PIT. SEE DETAIL 13A.561. COMPONENT LOCATION OF LADDER IN FIELD WITH ELEVATOR MANUFACTURER.
- SEE SHEET A311 FOR ELEVATOR DETAILS

KEYNOTES

01A	CONC. WALL AT ELEVATOR PIT, S.E.30
01B	CONC. WALL AT ELEVATOR PIT, N.E.30
01C	ELEVATOR CAB SET SPECIFICATIONS, DETAILS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
01D	HOSTING SYSTEM MANUFACTURER



HYDRO-SAFE
 Hydro-Safe Fire Resistant FR Hydraulic Fluid - Standard
 100% Fire Resistant Hydraulic Fluid
 Hydro-Safe Fire Resistant FR Hydraulic Fluid is a high performance hydraulic fluid that meets the requirements of ISO 68 and ISO 100. It is formulated with a fire resistant base oil and contains fire resistant additives that provide excellent fire resistance. It is suitable for use in hydraulic systems where fire resistance is required. It is available in 5 gallon and 20 gallon containers.

NISHKAN CHAMBERLAIN
 REGISTERED PROFESSIONAL ARCHITECT
 LICENSE NO. 51277
 4025 GOVERNOR AVENUE, SUITE A
 IRVINE, CALIFORNIA 92618
 949.261.1300
 WWW.CSDADESIGNGROUP.COM



Hydro Safe/ Renewable Lubricants, Inc.
476 Gagey Rd., P.O. Box 474
Hartsville, Ohio 44633-0474
Voice: 330.877.9982 Fax: 330.877.2266
www.hydro-safe.com

Hydro Safe® Fire Resistant FR Hydraulic Fluids
(ISO 32, 46, & 68 FR Fluids)



"Biobased Lubricants that Perform Like Synthetics"

Hydro Safe Fire Resistant FR Hydraulic Fluids are ultimately biodegradable vegetable based formulas that meet and exceed Vickers M-2958-S, Vickers I-285-S, U.S. Steel 126, U.S. Steel 127, and U.S. Steel 136. They have been USDA Biobased tested to show zero carbon (vegetable oil at 99.9% for ISO 32 & 46, and 99% for ISO 68), and they are specially formulated to offer the lowest toxicity in aquatic conditions. They are an excellent choice for inner plant applications (i.e. Steel Mills) as fire resistant (FR) hydraulic fluids and they provide exceptional oxidation stability (RPVOT avg. 255 minutes) exceeding US Steel minimum requirements of 120 minutes. Although they have a pour point of -25°C (-13°F), care must be taken if used in hydraulic systems setting static below -10°C for extended periods.

Hydro Safe Fire Resistant FR Hydraulic Fluids are formulated to perform in stationary and mobile hydraulic systems that require Anti-Wear, Anti-Rust, and Anti-Oxidation properties. These patented super high VI fluids have a long history of successfully being used in hydraulic systems designed with vane, piston, and gear-type pumps, that require ISO 1524 Part 2 and 3, Parker-Duriron HF-O, HF-1, HF-2, Eaton-Vickers, Rexroth, and Sauer-Sundstrand. They have shown to have exceptional anti-wear performance in ASTM D-4172 Four Ball Wear Tests. Their anti-wear performance exceeds the requirements for US Steel 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Hydro Safe Fire Resistant FR Hydraulic Fluids meet the Environmental Protection Agency (EPA) 2013 Vessel General Permit (VGP) guidelines for Environmentally Acceptable Lubricants (EALs) and should be used in hydraulic systems where LDDY Toxicity, Biodegradability, and Non-Bioaccumulation properties are required. They exceed the acute toxicity (LC-50 / EC-20 > 1000 ppm) criteria adopted by the US Fish and Wildlife Service and the US EPA. Hydro-Safe Fire Resistant FR Hydraulic Fluids are ENVIRONMENTALLY RESPONSIBLE lubricants that are formulated from renewable agricultural biobased resources. We believe Earth's environmental future rests in the use of renewable materials.

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Ultimate Biodegradation (Pw) within 30 days in ASTM D-584 Aerobic Aquatic Biodegradation of Lubricants

STABILIZED by Renewable Lubricants' is RLP trademark on their proprietary and patented anti-oxidant, anti-rust, and cold flow technology. High Oleic Base Stock (HOS) are agricultural vegetable oils. This stabilized technology allows the HOS to perform high performance in high and low temperature applications, reducing oil thickening and deposits.

Patented Product: US Patent 6,283,992, US Patent 6,534,454 with additional Pending and Foreign Patents

Trademark of Renewable Lubricants, Inc. Copyright 1999 Renewable Lubricants, Inc.

Availability: F.O.B. Hartsville, Ohio, USA | 1 Gallon | 5 Gallon Pail | Drum | Test Kit



07/19/2019

Mr. Michael Schoen
Principal
CSDA Design Group
809 N. Douglas Street, Ste. 100
El Segundo, CA 90245
Email: mschoen@cstdadesigngroup.com

Re: Marshall ES - Oxnard USD
2900 Thurgood Marshall Dr, Oxnard, CA
NC Job 4034000

Dear Mr. Schoen:

Nishkian Chamberlain (NC) understands that the elevator type changed from a traction to hydraulic system during the course of the project and was approved by DSA through a deferred submittal process. During construction the GC discovered the columns intended to receive the guide rails for the elevator were not placed in the correct location and required retrofit. As a result, CCD40 was created and approved by DSA. This CCD included calculations provided by our office which showed that the steel columns are structurally adequate to receive the loads as approved in the deferred submittal.

Should you need any further clarification or have any additional questions, do not hesitate to contact our office at your earliest convenience.

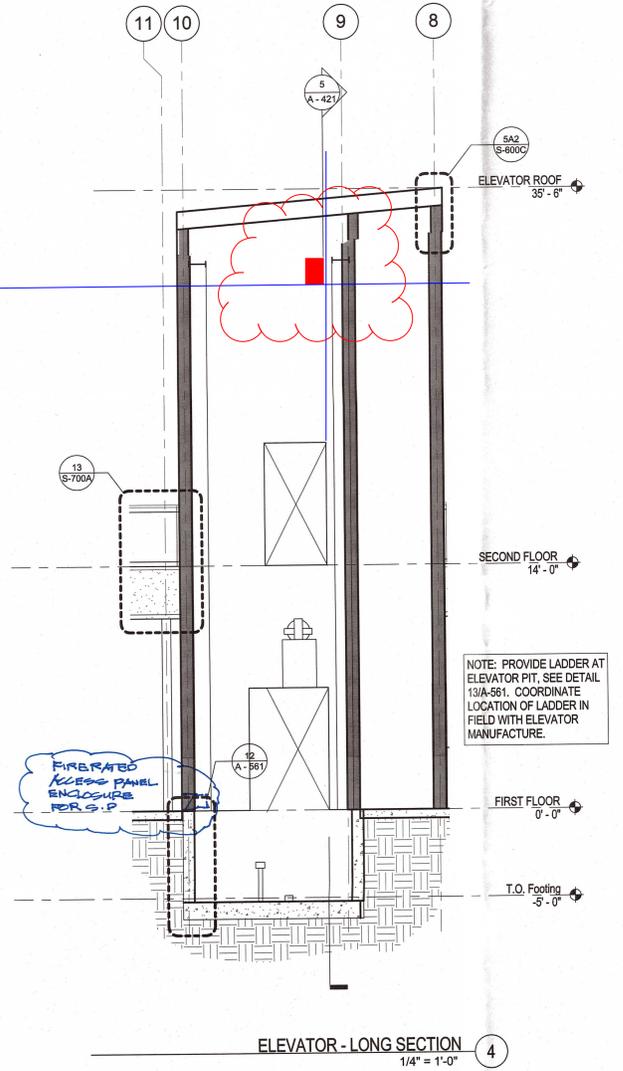
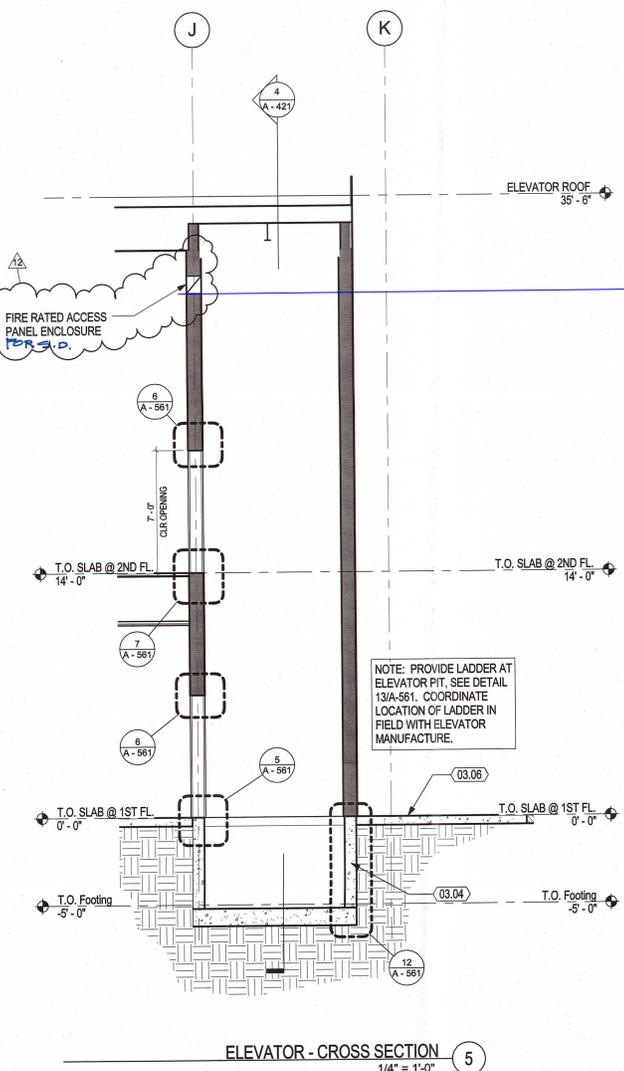
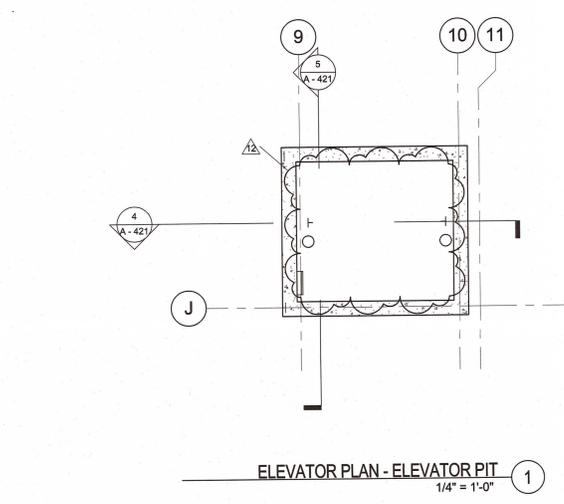
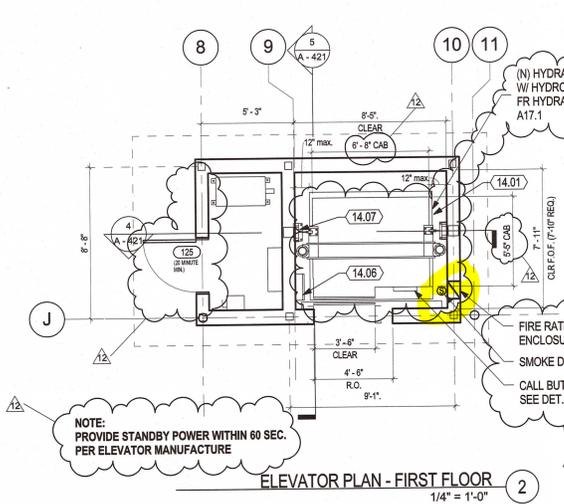
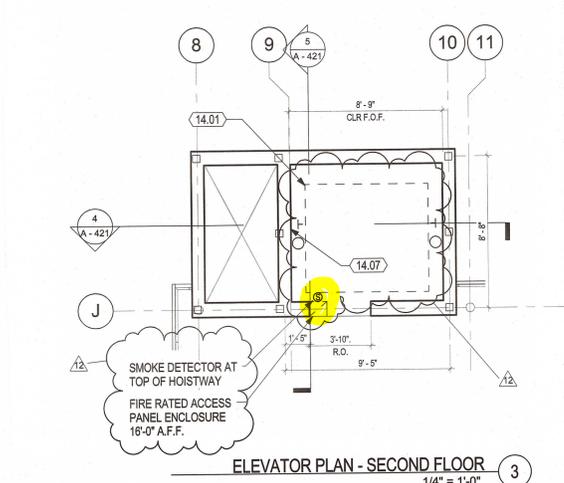
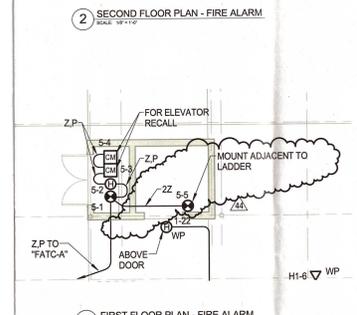
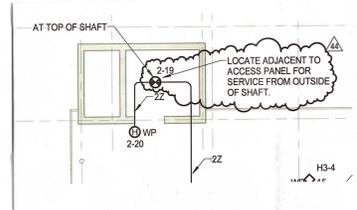
Very truly yours,

Nishkian Chamberlain

Craig M. Chamberlain, S.E.

Cc: Jose Arche, CSDA Design Group

6701 Center Drive IV, Suite 715 | Los Angeles, CA 90045
t: 310.653.7100 f: 310.653.7100 nchamberlain.com



SHEET NOTES

- SEE A-561 FOR ELEVATOR REQUIREMENTS & STANDARDS
- PROVIDE LADDER AT ELEVATOR PIT. SEE DETAIL 13/A-561. COORDINATE LOCATION OF LADDER IN FIELD WITH ELEVATOR MANUFACTURE.
- SEE SHEET A-561 FOR ELEVATOR DETAILS.

KEYNOTES

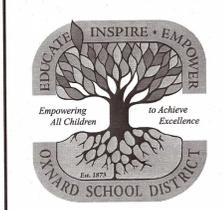
03.04	CONC. WALL AT ELEVATOR PIT, S.S.D.
03.06	EXT. CONC. SLAB, S.C.D.
14.01	ELEVATOR CAB, SEE SPECIFICATIONS, DETAILS 1, 9-11/A-561 & 14/A-561 FOR INTERIOR MIN. DIMENSIONS
14.06	PIT LADDER, SEE 13/A-561
14.07	HOISTING SYSTEM PER MANUFACTURER



4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200
www.cstdadesigngroup.com



CONSULTANT:



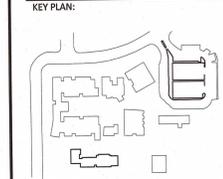
PROJECT OWNER:
OXNARD SCHOOL DISTRICT

1051 S. A Street
OXNARD, CA 93030
805.487.3918

www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING

2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
12	CCD 44	07/24/2019

ORIGINAL SCALE: 1/4" = 1'-0"

PROJECT NO.: 1534.01
SHEET TITLE:

APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES BASIN REGIONAL OFFICE
AC - FLS EJ SS PF
APPL NO. 03 - 116 206 DATE 7/21/2019

VERTICAL CIRCULATION PLANS & SECTIONS

SHEET NO.:
A - 421

SUBMITTAL: FD™, FDS™ SERIES - FIRE RATED FLUSH ACCESS DOORS FOR 2 HR WALLS PG 1 OF 2

JL Industries' innovative line of fire-rated access panels for every type of installation meets testing standards: UBC 43-7, UL 10B, CAN/ULC-S104, ASTM E 119, ASTM E 152. Access panels are rated to 1-1/2 hours for 2 hour fire barriers for vertical surfaces in sizes up to 48" x 48" (24" x 48" for Heavy Gauge). All models feature a 2" thick insulated door, slam latch with spring-assisted closer and welded-on masonry anchors. Minimum size 8" x 8".

FD: Standard Panel (Wall)

Frame & Trim: 16 gauge steel with a paintable 1" flange.
 Door: 2" thick, insulated 20 gauge steel with continuous hinge, universal lock.
 Finish: White powder coat.

FDS: Stainless Steel (Wall)

Frame & Trim: 16 gauge stainless steel with 1" wall flange.
 Door: 2" thick, insulated 20 gauge stainless steel with continuous hinge, universal lock.
 Finish: 304 Stainless steel - #4 Satin finish.

FD: Heavy Gauge and Security (Wall Maximum Size 24 x 48)

Frame: 1/4 gauge steel with paintable 1" wall flange.
 Door: 2" thick, insulated 14 gauge steel with continuous hinge, universal lock.
 Finish: White powder coat.

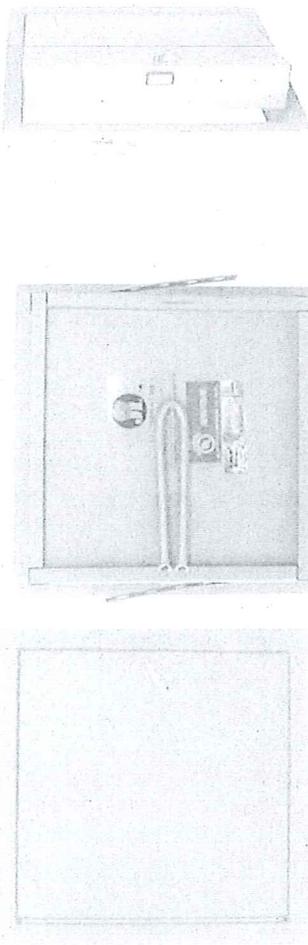
STEP 1: SELECT SIZE AND QUANTITY ON CHART - PAGE 2

STEP 2: SELECT MATERIAL

- ___ FD (Standard) Steel with 20 gauge door and 16 gauge frame. Example: FD-1212U4W
- ___ **SELECT OPTIONAL MATERIAL BELOW AT ADDITIONAL COST**
- ___ FD Steel with 16 gauge door and frame. Example: FD-1212UW-H26
- ___ FD Heavy Gauge Steel with 14 gauge door and 14 gauge frame. Example: FD-2424UW-H14
- ___ FDG Galvanized Steel with 20 gauge door and 16 gauge frame. Example: FDG-1212U2W
- ___ FDS Stainless Steel Construction with 20 gauge door and 16 gauge frame. Example: FDS-1212U
- ___ FDS Stainless Steel with 16 gauge door and 16 gauge frame. Example: FDS-1818-U-H26
- ___ FDS Heavy Gauge Stainless Steel with 14 gauge door and 14 gauge frame. Example: FDS-1212U-H14

STEP 3: SELECT LOCK AND OPTIONAL COLOR

- ___ (U) Standard Universal Lock with turn ring and key
- ___ **SELECT OPTIONAL LOCKS AND FEATURES BELOW AT ADDITIONAL COST**
- ___ (U3) Mortise slam lock prep for lock by others. This preparation will accept a 1-1/8" diameter mortise cylinder and the threading on the cylinder must be 7/8" long. Cam must have minimum "X" length of 7/16". This allows you to key to new or existing master key systems.
- ___ (U4) Mortise slam lock prep with model 06431 installed.
- ___ (U2) Slam latch with knurled knob.
- ___ Optional Color Code - see selection on page 2 or website, custom colors-contact customer service.
 G-Gray, R-Red, BK-Black, FB-Flat Black, S-Sand, AB-AMS Beige, SB-Flat Beige, B-Bronze, SI-Silver



SPRING-ASSISTED CLOSING OF FD PANELS

Detail of Wall Model

Please Note This Product Model # Has Changed.
 Please Note - Color Codes and Lock Option Codes have Changed.



Fire-Rating of FD, FDS:
Wall Installation: 1-1/2 hour UL "B" label in a 2 hour fire barrier. Test # R13067-1
CSFM: This product has been approved by the California State Fire Marshall (CSFM) pursuant to Section 13144.1 of the California Health and Safety Code. See CSFM Listing No 3330-1223-101 for allowable values and/or conditions for use concerning material presented in this document. It is subject reexamination, revision and possible cancellation.

BIM Objects for Revit

LATCH AND LOCK OPTIONS

- Standard (U) Universal Ring/Key 
- Optional Knurled Knob (U2) 
- Optional Mortise Lock (U4) 

 <p>ACTIVAR INC. CONSTRUCTION PRODUCTS GROUP</p> <p>*DOWNLOAD CURRENT SUBMITTAL BEFORE ORDERING* © 2018 ACTIVAR CONSTRUCTION PRODUCTS GROUP, INC. FD & FDS ARE TRADEMARKS OF ACTIVAR</p>	Quantity:
	Approved By:
	Architect:
	Date:

Distributor: _____ Contractor: _____ Model #: _____ Project: _____

HEADQUARTERS: 9702 NEWTON AVE S., BLOOMINGTON, MN 55431 PH: 800-554-6077 FAX: 952-835-2218 EMAIL: SALES@ACTIVARCPG.COM WWW.ACTIVARCPG.COM
 MANUFACTURING: BLOOMINGTON, MN & COMMERCE, CA WAREHOUSES: FORT MYERS FL, DALLAS TX, LANCASTER PA, ATLANTA GA, CHICAGO, IL, SEATTLE WA, OMAHA NE, FARGO ND 2/5/2018

QTY	A		B		C		APPROXIMATE SHIPPING WEIGHT In Pounds			LATCH (ES)
	MODEL SIZE IS DOOR SIZE WIDTH X HEIGHT		OUTSIDE FRAME DIMENSIONS		2 HOUR FIRE BARRIER UL "B" RATED WALL OPENING		FD			
	INCHES	mm	W	H	WIDTH	HEIGHT	FD	FDS	"H14"	
	8" X 8"	203 x 203	10"	10"	8 3/8"	8 3/8"	6	6	11	1
	10" X 10"	254 x 254	12"	12"	10 3/8"	10 3/8"	8	8	15	1
	12" X 12"	305 x 305	14"	14"	12 3/8"	12 3/8"	10	10	17	1
	14" X 14"	356 x 356	16"	16"	14 3/8"	14 3/8"	12	12	22	1
	16" X 16"	406 x 406	18"	18"	16 3/8"	16 3/8"	15	15	17	1
	18" X 18"	457 x 457	20"	20"	18 3/8"	18 3/8"	17	18	30	1
	20" X 20"	508 x 508	22"	22"	20 3/8"	20 3/8"	21	22	51	1
	20" X 30"	508 x 762	22"	32"	20 3/8"	30 3/8"	28	29	53	2
	22" X 22"	559 x 559	24"	24"	22 3/8"	22 3/8"	26	27	51	1
	22" X 30"	559 x 762	24"	32"	22 3/8"	30 3/8"	29	30	53	2
	22" X 36"	559 x 914	24"	38"	22 3/8"	36 3/8"	36	37	58	2
	24" X 24"	610 x 610	26"	26"	24 3/8"	24 3/8"	27	28	47	1
	24" X 36"	610 x 914	26"	38"	24 3/8"	36 3/8"	37	38	60	2
	24" X 48"	610 x 1219	26"	50"	24 3/8"	48 3/8"	54	56	85	2
	30" X 30"	762 x 762	32"	32"	30 3/8"	30 3/8"	38	40	—	2
	32" X 32"	813 x 813	34"	34"	32 3/8"	32 3/8"	43	41	—	2
	36" X 36"	914 x 914	38"	38"	36 3/8"	36 3/8"	52	54	—	2
	36" X 48"	914 x 1219	38"	50"	36 3/8"	48 3/8"	61	64	—	2
	48" X 48"	1219 x 1219	50"	50"	48 3/8"	48 3/8"	100	110	—	2

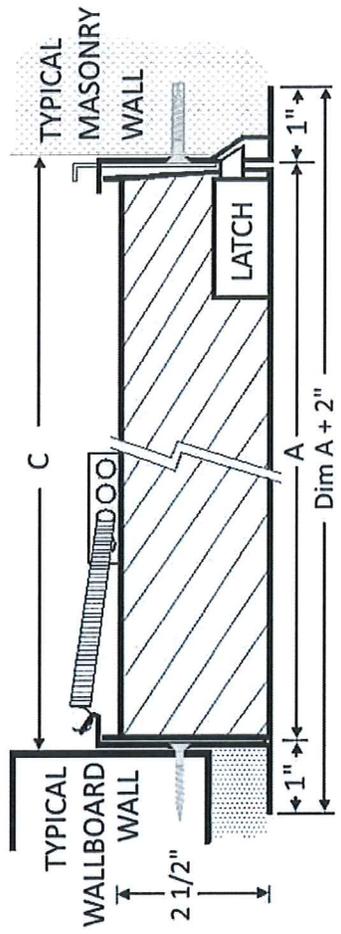
Sizes not shown, available upon request up to 48" x 48"
 For Sizes Where Height Exceeds 48", See our Expanded Line of FD2 Access Panels

Sizes Shown in Bold Text in Chart Above Available for Quick Ship from One or More of our 10 Warehouses - Check Stock List



JL INDUSTRIES

WALL INSTALLATION
 1-1/2 HOUR UL "B" LABEL IN A 2 HOUR FIRE BARRIER
 Use "C" Dimension for Installation Without Wallboard Liner
 Add 1-5/8" to "A" for 5/8" Wallboard Liner of Opening on 4 Sides
 Top View



SEE SEPARATE SUBMITTALS FOR 1-3 HOUR CEILING, 3 HOUR WALLS OR DOUBLE LEAF DOORS

THIS DRAWING IS AN ILLUSTRATION ONLY - INSTALLATION CONDITIONS MAY VARY

Optional Colors at Additional Cost - Samples Available		
G-Gray	R-Red	BK-Black/FB Flat
S-Sand	AB-AMS Beige	SB-SC Flat Beige
		SI - Silver
		B-Bronze

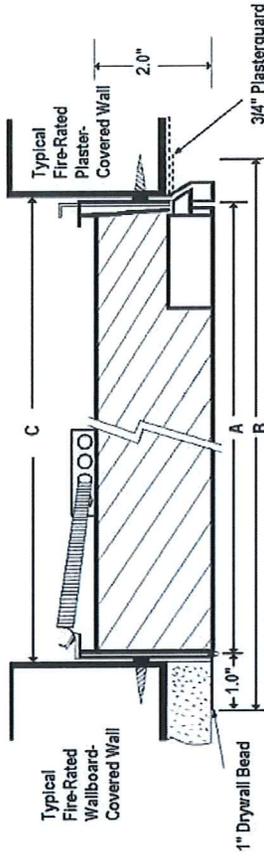
Order Format: _____
 Example: FD-1212-U4B
 Model Width Height Lock (U Standard, U2, U3 & U4 Optional) Optional Color Gauge
 (FD, FDS, FDG)

GYPSUM BOARD OR PLASTER WALLS - MODELS FD, FDSS, FDWB & FDPW, HGFD

1. With metal or wood studding, install a framed opening at specified location. Opening dimensions should be 3/8" larger than door size of panel; i.e., for a 12" x 12" panel, opening should be 12-3/8" x 12-3/8". (A notched-out area 2-1/4" long x 7/8" wide and 1/2" deep is required for the lock bolt cover.)
1. Frame above and below access panel. On panels larger than 16" x 16", install a double stud on both sides in the same manner as at passage panels.
3. Place panel in position in opening and mark location of attachments on studding using holes in latch and hinge sides of panel frame as marking guide. 2 holes are provided on each side.
4. Remove panel and drill 5/32" holes through studs at marked points.
5. Place panel in position (leaving masonry anchors flat against panel frame) and attach with #10 sheet metal or machine screws.
6. Check panel for freedom of movement. If it binds, shim as necessary to remove any racking of frame at attachments to studding.
7. Attach spring to tabs on hinge side of panel, through hole in door with enough tension to close door.

MASONRY WALLS - MODELS FD, FDSS & HGFD

1. Opening should be finished to dimensions 3/8" larger than door size of panel; i.e., for a 12" x 12" panel, opening should be 12-3/8" x 12-3/8". (A notched-out area 2-1/4" long x 7/8" wide and 1/2" deep is required for the lock bolt cover.)
2. INSTALLING WITH MASONRY ANCHORS: If wall is under construction at time panel is being installed, masonry anchors (unfolded from frame) will serve for attachment.
INSTALLING IN EXISTING WALL: If wall is already in place, position panel in opening provided and mark location of attachments on wall using holes in latch and hinge sides of panel frame as marking guides. 2 holes are provided on each side.
1. Remove panel and install expansion shields in wall at marked points.
2. Place panel in position (leaving masonry anchors flat against frame) and attach with #10 flat head steel machine screws or equivalent.
3. Check panel for freedom of movement. If it binds, shim as necessary to remove any racking of frame at attachments to masonry.
4. Use mortar between frame of panel and block wall to provide a complete closure around frame of panel.
5. Attach spring to tabs on hinge side of panel, through hole in door with enough tension to close door.



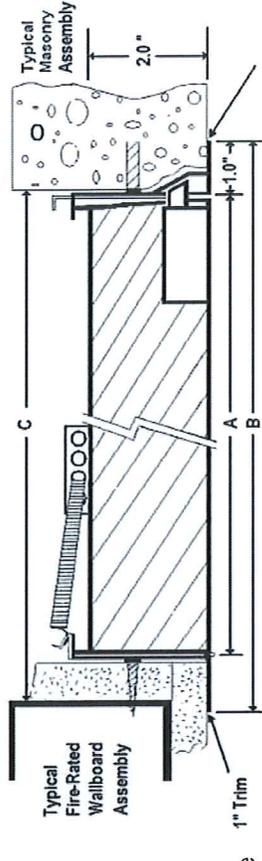
Plaster Wall (FDPW)

Gypsum Wallboard (FDWB)

Top View



NOTE: ALL FIRE-RATED ACCESS PANELS HAVE SPRING-ASSISTED CLOSING.



Gypsum Wallboard (FD, FDSS, HGFD) Masonry (FD, FDSS, HGFD)

Top View



JL INDUSTRIES

ACTIVAR
INC.
Construction Products Group

www.activexcp.com

Listing: UL listed "B" label in a 2 hour fire barrier. File # R13067-1.
Warnock Hersey 1-1/2 hour label up to 48" x 48"



Due to the wide variety of fire-rated wall assemblies, these drawings are representative of a typical installation scenario, but are not meant to be a guideline for wall construction. Please consult your local AHJ for current

Products

Access Doors
Access Hatches
Fiberglass Access Panels
Fire Protection Equipment
Ladders & Ladder Safety Products
Ladder Gate Preventive Shield
Miller Saf-T Climb
Roof Hatch Safety
Roof Hatches and Smoke Vents
Stylights
Tear Nosing & Safety Tread
Toilet Room Accessories
Visual Aides, Chalkboards;
Markerboards

Contact Information

Mailing Address:
B.L. Wilcox & Associates
P.O. Box 829
Whittier CA 90608

Physical Address:
7615 Baldwin Place
Whittier CA 90602

Toll Free: 800-272-0643
Local: 562-693-2787
Fax: 562-693-5843
info@blwilcox.com



B.L. Wi...

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JJM Construction - Fire Rated Access Panel Enclosures

Fire rated access panel enclosures for smoke detector installation in elevator hoist ways, machine rooms, and other restricted areas.

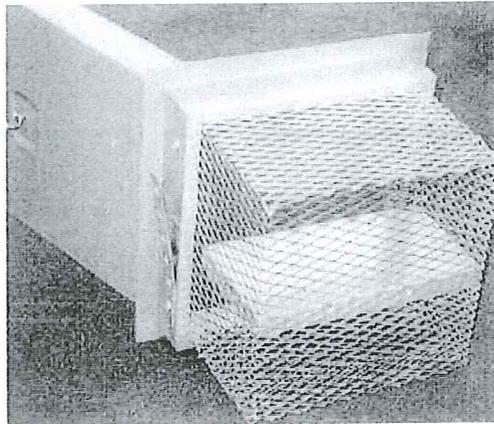
- 1 1/2 rated access enclosure
- Welded expanded metal cage per code made to your specification
- C.O.D. delivery included within 30 miles radius of Menifee CA or delivery fee will be added.
- Approx. delivery time: 5-10 business days after signed work proposal is received.
- All sales are final.

It is now required by the State Elevator Inspector and State Fire Marshal to have a smoke detector and/or heat sensor inside elevator hoist ways, machine rooms, and other restricted areas.

JJM Access Enclosures provides an acceptable method for allowing a smoke detector and heat sensor inside these restricted areas, yet serviceable from outside.

Our patented product has a UL labeled door, self-closing and self-locking; permissible for elevator wall construction in the elevator hoist way. We also provide an adjustable shelf to allow for horizontal smoke detector/heat detector mounting inside the enclosure.

Approved by the State Elevator Inspector and State Fire Marshal, our enclosures are custom made to your specifications. Prices vary on fabrication to your specifications and delivery needs. Patent Approval No. 09/497393.





CHANGE ORDER REQUEST

COR No. 239 R0

Date: 9/26/2019

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

DESCRIPTION OF WORK

Reframe Elevator Machine Room Door

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to reframe the elevator machine room door.	Abdellatif Enterprises Inc	437
Reason: Door was originally called out to be double door. Double door would not meetstate elevator code.		
Requested By: CSDA Design Group		
Ref: RFI 414		
Cost to add 4SDS screws from 2x into glu lam and add H3s from 2x into stud.	Abdellatif Enterprises Inc	765
Reason: Directed by SEOR		
Requested By: SEOR		
Ref: Inspector List Item 163		
	Subtotal:	1,202
Contractual Costs		
Fee		63
Sub Default Insurance		14
CCIP		16
Bond		11
	Subtotal:	104
Total Change Order Request Amount:		1,306

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.



CHANGE ORDER REQUEST



Signature

Jose Arche, CSDA

Printed Name & Title

10-01-2019

Date

Signature

Printed Name & Title

Date



Change Order #

3

DATE: June 10, 2019

PROJECT: Marshall Elementary School

Cost associated with RFI #414- Reframe for a single door at elevator machine room

Description	Qty	Unit	Unit Price	Extension
2x6x12	4		\$ 11.40	\$ 45.60
Material Subtotal				\$ 45.60
Material Sales Tax			7.75%	\$ 3.53
Material Total				\$ 49.13
Labor	4	Hours	\$ 95.00	\$ 380.00
Subtotal				\$ 429.13
Profit & Overhead			15%	\$ 7.37
Change Order Total				\$ 436.50



DAILY TIME AND MATERIAL RECORD

School Name: _____
 Project Name: MARSHALL ELEMENTARY SCHOOL
 Project Description: School
 Issued To: BERNARDS

Report No.: _____
 Date Performed: 5/13/19
 Date of Report: _____
 CD No.: _____

Description of Added Scope of Work:
reframe for a single door at Elevator Machine room

No Cost Change Cost Change Costs Associated With Ref # RFT 414

Labor Description:

Ortiz Ramirez 2 hrs.
Jose Santors 2 hrs.

total 4 hrs.

Material Description:

4-2x6 - 12'

Verification of Time Only
 Subject to the Terms and Conditions
 of the Subcontract Agreement
 By: [Signature]
 Signature: _____
 Print Name: _____
 Date: 05-13-19

Approval Issued By: _____
 Signature & Title Name (Printed) Date



HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Address: 26072 Merit Circle, Suite 103
Laguna Hills, CA 92653
Telephone: (949) 215-4790

Trade: Carpenter
Local Union No.: 409
Classification: Journeyman
Effective Date: 07/01/19 to

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$43.33	\$65.00	\$21.67	\$86.66	\$43.33
2.) F.I.C.A	0.077	\$3.85	\$5.51	\$1.66	\$7.17	\$3.31
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.17	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.12	\$4.46	\$1.34	\$5.81	\$2.69
5.) Health & Welfare Fund		\$7.75	\$7.75	\$0.00	\$7.75	\$0.00
6.) Pension Fund		\$5.16	\$5.16	\$0.00	\$5.16	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$2.02	\$2.02	\$0.00	\$2.02	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.90	\$5.90	\$0.00	\$5.90	\$0.00
12.) Public Liability (Bodily Injury)		\$2.50	\$3.75	\$1.25	\$5.90	\$3.40
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$2.51	\$3.77	\$0.00	\$5.02	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.06	\$1.06	\$0.00	\$1.06	\$0.00
BASE CHARGES PER HOUR:		\$82.61	\$109.95	\$26.09	\$138.19	\$53.08
15.) Overhead & Profit		\$12.39	\$16.49		\$20.73	
TOTAL CHARGES PER HOUR:		\$95.00	\$126.44	\$26.09	\$158.92	\$53.08



REQUEST FOR INFORMATION

RFI No.: 414

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 03-29-19
Discipline: Elevators

Subject: Elevator machine room

Response Requested By: 04-05-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification Detail / Sub Section Comments

QUESTION

The elevator contractor noticed a problem with elevator machine room construction. There is a "double" door jamb installed already. This condition creates a problem since State Elevator Code under Title 8, calls out for a self-closing, self-locking, fire rated machine room door. In addition, the machine room 3 phase electrical disconnect switch, as well as the machine room light switch are intended to be mounted within 12" of the strike side of the machine room door. In using double doors for the machine room, this condition could NOT be met. Please advise how to proceed.

ANSWER

The Machine room doors was reviewed by DSA and the elevator manufacturer with no concern. Proceed per CD.

Replace the 6' 2-doors and frame with an 36" frame and door. Infill remaining portion with plaster wall with new concrete curb.

change do to elevator manufacture suggestion for the location of the shunt trip to access-reach from door reach.

CSDA, 04-29-19

05-01-19

Response Provided By: J. Arche (signature) CSDA 04/12/2019
Name Company Date

Question Initiated By: William Van Zee - Bernards

Submitted By: Rebecca Miller - Bernards



Change Order #

22

DATE: June 27, 2019

PROJECT: Marshall Elementary School

Per O.I.L.S List item #163- Add 4x12 and install H.2

Description	Qty	Unit	Unit Price	Extension
Material Subtotal				
Material Sales Tax			7.75%	
Material Total				
Labor	7	Hours	\$ 95.00	\$ 665.00
Subtotal				\$ 665.00
Profit & Overhead			15%	\$ 99.75
Change Order Total				\$ 764.75



DAILY TIME AND MATERIAL RECORD

School Name:
Project Name: MARSHALL ELEMENTARY SCHOOL
Project Description: School
Issued To: BERNARDS

Report No.:
Date Performed: 5/17/19
Date of Report:
CD No.:

Description of Added Scope of Work: per O.I.L.S. List item # 163
add 4x12 2nd install H.2.

No Cost Change Cost Change Costs Associated With Ref #

Labor Description:
owner 7 hrs.
total 7 hrs

Material Description:

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: [Signature]
Signature: [Signature]
Print Name:
Date: 05-17-19

Approval Issued By: Signature & Title Name (Printed) Date



HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Address: 26072 Merit Circle, Suite 103
Laguna Hills, CA 92653
Telephone: (949) 215-4790

Trade: Carpenter
Local Union No.: 409
Classification: Journeyman
Effective Date: 07/01/19 to

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$43.33	\$65.00	\$21.67	\$86.66	\$43.33
2.) F.I.C.A	0.077	\$3.85	\$5.51	\$1.66	\$7.17	\$3.31
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.17	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.12	\$4.46	\$1.34	\$5.81	\$2.69
5.) Health & Welfare Fund		\$7.75	\$7.75	\$0.00	\$7.75	\$0.00
6.) Pension Fund		\$5.16	\$5.16	\$0.00	\$5.16	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$2.02	\$2.02	\$0.00	\$2.02	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.90	\$5.90	\$0.00	\$5.90	\$0.00
12.) Public Liability (Bodily Injury)		\$2.50	\$3.75	\$1.25	\$5.90	\$3.40
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$2.51	\$3.77	\$0.00	\$5.02	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.06	\$1.06	\$0.00	\$1.06	\$0.00
BASE CHARGES PER HOUR:		\$82.61	\$109.95	\$26.09	\$138.19	\$53.08
15.) Overhead & Profit		\$12.39	\$16.49		\$20.73	
TOTAL CHARGES PER HOUR:		\$95.00	\$126.44	\$26.09	\$158.92	\$53.08

163	At soffit at second floor GL E between 6.2-9.2. Provide SDS screws from 2x into glu-lam from below, also at Simpson H3's from 2x into stud on south side of stud. Per SEOR direction 2/14/19. (3/29/19 update: still not done).	second floor GL E between 6.2-9.2		Critical priority to allow for weather proofing of exterior of building.	2/15/2019	4/24/2019	Wood framing
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CHANGE ORDER REQUEST

COR No. 244 R0

Date: 9/26/2019

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

DESCRIPTION OF WORK

Elevator Shaft Access Panels

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to frame openings, drywall openings, and install screens and access panels for smoke detectors at elevator shaft. Reason: Accessable smoke detectors were required by DSA in CCD 44. Requested By: DSA Ref: CCD 44	Abdellatif Enterprises Inc	2,961
		Subtotal: 2,961
Contractual Costs		
Fee		153
Sub Default Insurance		36
CCIP		37
Bond		26
		Subtotal: 252
Total Change Order Request Amount:		3,213

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
Jose Arche, CSDA

 Printed Name & Title
10-02-19

 Date

 Signature

 Printed Name & Title

 Date



Change Order #

23

DATE: September 12, 2019

PROJECT: Marshall Elementary School

Cut stucco for access doors at elevator. Frame access doors and drywall with fire caulking and install access doors

Description	Qty	Unit	Unit Price	Extension
Material Subtotal				
Material Sales Tax			7.75%	
Material Total				
Scissorlift Rental	3	days	\$ 35.00	\$ 105.00
Labor	26	Hours	\$ 95.00	\$ 2,470.00
Subtotal				\$ 2,575.00
Profit & Overhead			15%	\$ 386.25
Change Order Total				\$ 2,961.25



DAILY TIME AND MATERIAL RECORD

School Name: MARSHALL ELEMENTARY SCHOOL
 Project Name: MARSHALL ELEMENTARY SCHOOL
 Project Description: School
 Issued To: BERNARDS

Report No.: _____
 Date Performed: 8/5/2019
 Date of Report: _____
 CD No.: _____

Description of Added Scope of Work:
cut stucco for access doors at the east side of elevator

No Cost Change Cost Change Costs Associated With Ref #

Labor Description:

1 man - 8 Hrs.

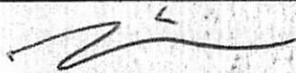
cecilio Rodriguea supervision 2 Hrs.

total 10 Hrs

Material Description:

1 scissor lift (NATIONAL RENTALS)

Approval Issued By:



 Signature & Title

KYLE RAMON

 Name (Printed)

8-16-19

 Date



DAILY TIME AND MATERIAL RECORD

School Name: MARSHALL ELEMENTARY SCHOOL
 Project Name: MARSHALL ELEMENTARY SCHOOL
 Project Description: School
 Issued To: BERNARDS

Report No.: 3
 Date Performed: 8/8/2019
 Date of Report: _____
 CD No.: _____

Description of Added Scope of Work:

install access doors fire caulking the elevator door and install the access doors

No Cost Change

Cost Change

Costs Associated With Ref #

Labor Description:

1 man - 8 Hrs.

total 8 Hrs

Material Description:

1 scissor lift (NATIONAL RENTALS)

the scissor lift will stay in the job side intell is no longer need it

Approval Issued By:


Signature & Title

WYLERAMIN
Name (Printed)

9-16-19
Date



DAILY TIME AND MATERIAL RECORD

School Name: MARSHALL ELEMENTARY SCHOOL
Project Name: MARSHALL ELEMENTARY SCHOOL
Project Description: School
Issued To: BERNARDS

Report No.: 2
Date Performed: 8/6/2019
Date of Report:
CD No.:

Description of Added Scope of Work:

frame Access doors and drywall with fire caulking around the elevator doors

No Cost Change

X Cost Change

Costs Associated With Ref #

Labor Description:

1 man - 8 Hrs.

total 8 Hrs

Material Description:

1 scissor lift (NATIONAL RENTALS)

Approval Issued By:

Signature & Title

Name (Printed)

Date



HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Address: 26072 Merit Circle, Suite 103
Laguna Hills, CA 92653
Telephone: (949) 215-4790

Trade: Carpenter
Local Union No.: 409
Classification: Journeyman
Effective Date: 07/01/19 to _____

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$43.33	\$65.00	\$21.67	\$86.66	\$43.33
2.) F.I.C.A	0.077	\$3.85	\$5.51	\$1.66	\$7.17	\$3.31
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.17	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.12	\$4.46	\$1.34	\$5.81	\$2.69
5.) Health & Welfare Fund		\$7.75	\$7.75	\$0.00	\$7.75	\$0.00
6.) Pension Fund		\$5.16	\$5.16	\$0.00	\$5.16	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$2.02	\$2.02	\$0.00	\$2.02	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.90	\$5.90	\$0.00	\$5.90	\$0.00
12.) Public Liability (Bodily Injury)		\$2.50	\$3.75	\$1.25	\$5.90	\$3.40
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$2.51	\$3.77	\$0.00	\$5.02	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.06	\$1.06	\$0.00	\$1.06	\$0.00
BASE CHARGES PER HOUR:		\$82.61	\$109.95	\$26.09	\$138.19	\$53.08
15.) Overhead & Profit		\$12.39	\$16.49		\$20.73	
TOTAL CHARGES PER HOUR:		\$95.00	\$126.44	\$26.09	\$158.92	\$53.08

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

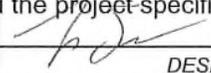
This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #044	Date Submitted: 07/23/19	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (1 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: 

 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.
Brief description of construction change (attach additional sheets if needed): Replace the approved Traction elevator to a Hydraulic elevator. No change impact to the approved structural hoistway/pit. Replace the hydraulic fluid (combustible) with Hydro Safe Fire Resistance FR Hydraulic Fluid. No Change to the hoistway/shaft rating 1-hr. Omit the firesprinkler at pit. Omit 1-leaf of the double door #125 in machine rm. <i>OMIT HEAT DECT. AT PIT, SMOKE DECT. TO REMAIN AT TOP & BOTTOM OF HOISTWAY.</i>
List of DSA approved drawings affected by this CCD: CCD36, CCD40,A-421 FP-002

DSA USE ONLY		DSA STAMP
SSS <i>PF</i> Date <i>7/29/19</i> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	For business office use only	APPROVED DIV. OF THE STATE ARCHITECT LOS ANGELES BASIN REGIONAL OFFICE AC — FLS <i>EJ</i> SS <i>PF</i> APPL NO. <u>03-116806</u> DATE <u>7/29/19</u>
FLS <i>5</i> Date <i>7.29.19</i> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	Date Sent _____	
ACS _____ Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input checked="" type="checkbox"/> Not Req'd	Return By _____	
Remarks _____	Delivery Method _____	



Hydro Safe/Renewable Lubricants, Inc.
476 Gagey Rd., P.O. Box 474
Hartsville, Ohio 44633-0474
Voice: 330.877.9982 Fax: 330.877.2266
www.hydro-safe.com

Hydro Safe® Fire Resistant FR Hydraulic Fluids
(ISO 32, 46, & 68 FR Fluids)



"Biobased Lubricants that Perform Like Synthetics"

Hydro Safe Fire Resistant FR Hydraulic Fluids are ultimately biodegradable vegetable based formulas that meet and exceed Vickers M-2958-S, Vickers I-285-S, U.S. Steel 126, U.S. Steel 127, and U.S. Steel 136. They have been USDA Biobased tested to show zero carbon (vegetable oil at 99.9% for ISO 32 & 46, and 99% for ISO 68), and they are specially formulated to offer the lowest toxicity in aquatic conditions. They are an excellent choice for inner plant applications (i.e. Steel Mills) as fire resistant (FR) hydraulic fluids and they provide exceptional oxidation stability (RPVOT avg. 255 minutes) exceeding US Steel minimum requirements of 120 minutes. Although they have a pour point of -25°C (-13°F), care must be taken if used in hydraulic systems setting static below -10°C for extended periods.

Hydro Safe Fire Resistant FR Hydraulic Fluids are formulated to perform in stationary and mobile hydraulic systems that require Anti-Wear, Anti-Rust, and Anti-Oxidation properties. These patented super high VI fluids have a long history of successfully being used in hydraulic systems designed with vane, piston, and gear-type pumps, that require ISO 1524 Part 2 and 3, Parker-Duriron HF-O, HF-1, HF-2, Eaton-Vickers, Rexroth, and Sauer-Sundstrand. They have shown to have exceptional anti-wear performance in ASTM D-4172 Four Ball Wear Tests. Their anti-wear performance exceeds the requirements for US Steel 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Hydro Safe Fire Resistant FR Hydraulic Fluids meet the Environmental Protection Agency (EPA) 2013 Vessel General Permit (VGP) guidelines for Environmentally Acceptable Lubricants (EALs) and should be used in hydraulic systems where LDDY Toxicity, Biodegradability, and Non-Bioaccumulation properties are required. They exceed the acute toxicity (LC-50 / EC-20 > 1000 ppm) criteria adopted by the US Fish and Wildlife Service and the US EPA. Hydro-Safe Fire Resistant FR Hydraulic Fluids are ENVIRONMENTALLY RESPONSIBLE lubricants that are formulated from renewable agricultural biobased resources. We believe Earth's environmental future rests in the use of renewable materials.

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Ultimate Biodegradation (Pw) within 30 days in ASTM D-584 Aerobic Aquatic Biodegradation of Lubricants

STABILIZED by Renewable Lubricants' is RLP trademark on their proprietary and patented anti-oxidant, anti-rust, and cold flow technology. High Oleic Base Stock (HOS) are agricultural vegetable oils. This stabilized technology allows the HOS to perform high performance in high and low temperature applications, reducing oil thickening and deposits.

Patented Product: US Patent 6,283,992, US Patent 6,534,454 with additional Pending and Foreign Patents

Trademark of Renewable Lubricants, Inc. Copyright 1999 Renewable Lubricants, Inc.

Availability: F.O.B. Hartsville, Ohio, USA | 1 Gallon | 5 Gallon Pail | Drum | Test Kit



07/19/2019

Mr. Michael Schoen
Principal
CSDA Design Group
809 N. Douglas Street, Ste. 100
El Segundo, CA 90245
Email: mschoen@cstdadesigngroup.com

Re: Marshall ES - Oxnard USD
2900 Thurgood Marshall Dr, Oxnard, CA
NC Job 4034000

Dear Mr. Schoen:

Nishkian Chamberlain (NC) understands that the elevator type changed from a traction to hydraulic system during the course of the project and was approved by DSA through a deferred submittal process. During construction the GC discovered the columns intended to receive the guide rails for the elevator were not placed in the correct location and required retrofit. As a result, CCD40 was created and approved by DSA. This CCD included calculations provided by our office which showed that the steel columns are structurally adequate to receive the loads as approved in the deferred submittal.

Should you need any further clarification or have any additional questions, do not hesitate to contact our office at your earliest convenience.

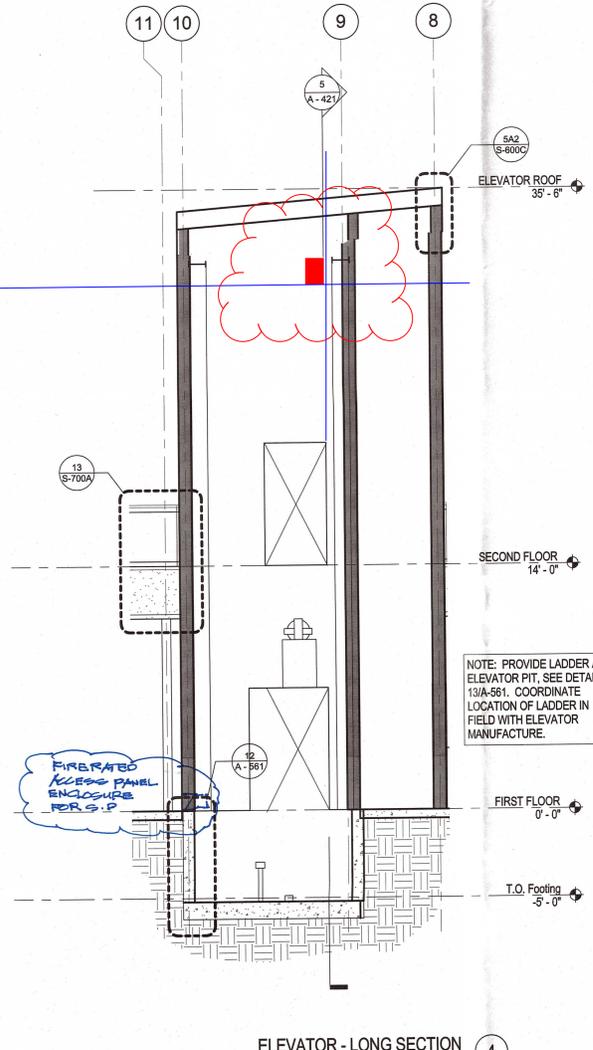
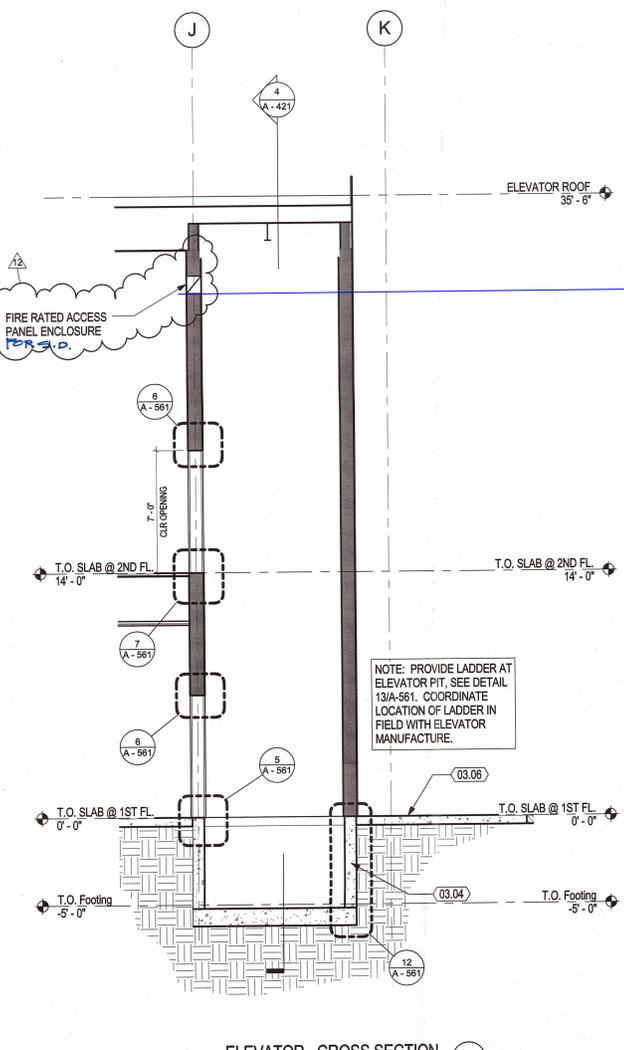
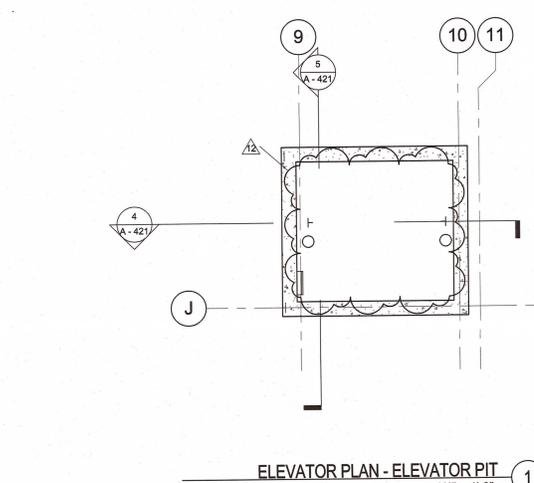
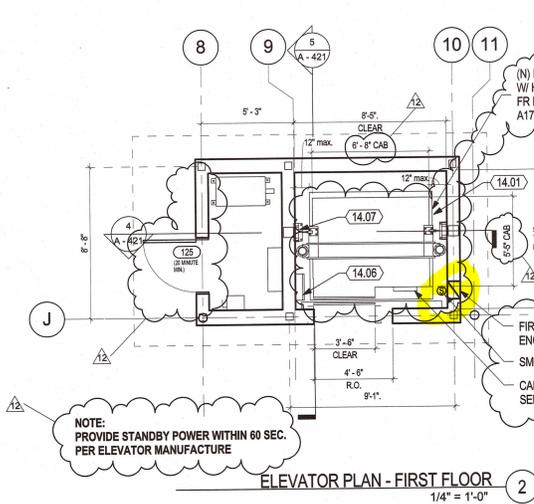
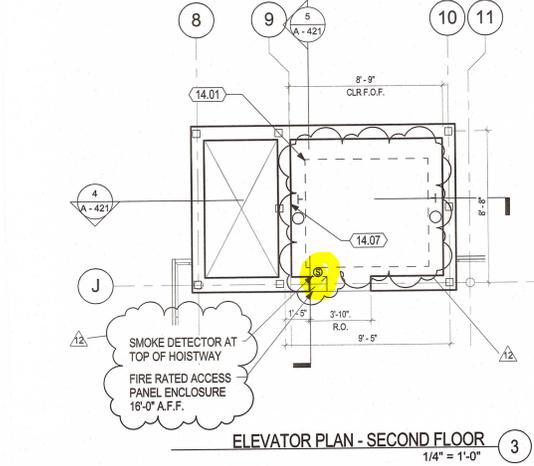
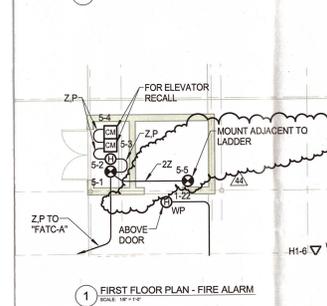
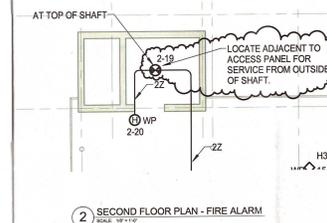
Very truly yours,

Nishkian Chamberlain

Craig M. Chamberlain, S.E.

Cc: Jose Arche, CSDA Design Group

6701 Center Drive IV, Suite 715 | Los Angeles, CA 90045
t: 310.853.7100 f: 310.853.7100 nchamberlain.com



SHEET NOTES

- SEE A-561 FOR ELEVATOR REQUIREMENTS & STANDARDS
- PROVIDE LADDER AT ELEVATOR PIT. SEE DETAIL 13/A-561. COORDINATE LOCATION OF LADDER IN FIELD WITH ELEVATOR MANUFACTURE.
- SEE SHEET A-561 FOR ELEVATOR DETAILS.

KEYNOTES

03.04	CONC. WALL AT ELEVATOR PIT, S.S.D.
03.06	EXT. CONC. SLAB, S.C.D.
14.01	ELEVATOR CAB, SEE SPECIFICATIONS, DETAILS 1, 9-11/A-561 & 14/A-561 FOR INTERIOR MIN. DIMENSIONS
14.06	PIT LADDER, SEE 13/A-561
14.07	HOISTING SYSTEM PER MANUFACTURER

CSDA DESIGN GROUP
4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200
www.cstdadesigngroup.com

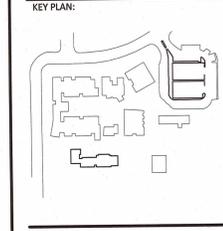


CONSULTANT:
AUTHORITY APPROVAL:
IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC FL SS



PROJECT OWNER:
OXNARD SCHOOL DISTRICT
1051 S. A Street
OXNARD, CA 93030
805.487.3918
www.oxnardsd.org

PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING
2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
12	CCD 44	07/24/2019

ORIGINAL SCALE:
PROJECT NO.: 1534.01
SHEET TITLE:

APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES BASIN REGIONAL OFFICE
AC - FL - EJ - SS - PJ
APPL. NO. 03 - 116 206 - DATE 7/21/2019

VERTICAL CIRCULATION PLANS & SECTIONS

SHEET NO.:
A - 421

SUBMITTAL: FD™, FDS™ SERIES - FIRE RATED FLUSH ACCESS DOORS FOR 2 HR WALLS PG 1 OF 2

JL Industries' innovative line of fire-rated access panels for every type of installation meets testing standards: UBC 43-7, UL 10B, CAN/ULC-S104, ASTM E 119, ASTM E 152. Access panels are rated to 1-1/2 hours for 2 hour fire barriers for vertical surfaces in sizes up to 48" x 48" (24" x 48" for Heavy Gauge). All models feature a 2" thick insulated door, slam latch with spring-assisted closer and welded-on masonry anchors. Minimum size 8" x 8".

FD: Standard Panel (Wall)

Frame & Trim: 16 gauge steel with a paintable 1" flange.
 Door: 2" thick, insulated 20 gauge steel with continuous hinge, universal lock.
 Finish: White powder coat.

FDS: Stainless Steel (Wall)

Frame & Trim: 16 gauge stainless steel with 1" wall flange.
 Door: 2" thick, insulated 20 gauge stainless steel with continuous hinge, universal lock.
 Finish: 304 Stainless steel - #4 Satin finish.

FD: Heavy Gauge and Security (Wall Maximum Size 24 x 48)

Frame: 1/4 gauge steel with paintable 1" wall flange.
 Door: 2" thick, insulated 14 gauge steel with continuous hinge, universal lock.
 Finish: White powder coat.

STEP 1: SELECT SIZE AND QUANTITY ON CHART - PAGE 2

STEP 2: SELECT MATERIAL

___ FD (Standard) Steel with 20 gauge door and 16 gauge frame. Example: FD-1212U4W
SELECT OPTIONAL MATERIAL BELOW AT ADDITIONAL COST

___ FD Steel with 16 gauge door and frame. Example: FD-1212UW-H26

___ FD Heavy Gauge Steel with 14 gauge door and 14 gauge frame. Example: FD-2424UW-H14

___ FDG Galvanized Steel with 20 gauge door and 16 gauge frame. Example: FDG-1212U2W

___ FDS Stainless Steel Construction with 20 gauge door and 16 gauge frame. Example: FDS-1212U

___ FDS Stainless Steel with 16 gauge door and 16 gauge frame. Example: FDS-1818-U-H26

___ FDS Heavy Gauge Stainless Steel with 14 gauge door and 14 gauge frame. Example: FDS-1212U-H14

STEP 3: SELECT LOCK AND OPTIONAL COLOR

___ (U) Standard Universal Lock with turn ring and key

SELECT OPTIONAL LOCKS AND FEATURES BELOW AT ADDITIONAL COST

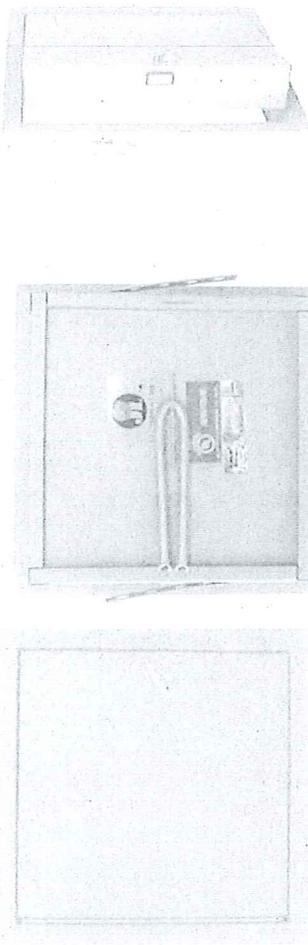
___ (U3) Mortise slam lock prep for lock by others. This preparation will accept a 1-1/8" diameter mortise cylinder and the threading on the cylinder must be 7/8" long. Cam must have minimum "X" length of 7/16". This allows you to key to new or existing master key systems.

___ (U4) Mortise slam lock prep with model 06431 installed.

___ (U2) Slam latch with knurled knob.

___ Optional Color Code - see selection on page 2 or website, custom colors-contact customer service.

___ G-Gray, R-Red, BK-Black, FB-Flat Black, S-Sand, AB-AMS Beige, SB-Flat Beige, B-Bronze, SI-Silver



SPRING-ASSISTED CLOSING OF FD PANELS

Detail of Wall Model

Please Note This Product Model # Has Changed.
 Please Note - Color Codes and Lock Option Codes have Changed.



Fire-Rating of FD, FDS:
Wall Installation: 1-1/2 hour UL "B" label in a 2 hour fire barrier. Test # R13067-1
CSFM: This product has been approved by the California State Fire Marshall (CSFM) pursuant to Section 13144.1 of the California Health and Safety Code. See CSFM Listing No 3330-1223-101 for allowable values and/or conditions for use concerning material presented in this document. It is subject reexamination, revision and possible cancellation.

BIM Objects for Revit

LATCH AND LOCK OPTIONS



<p>ACTIVAR INC. CONSTRUCTION PRODUCTS GROUP</p> <p>*DOWNLOAD CURRENT SUBMITTAL BEFORE ORDERING* © 2018 ACTIVAR CONSTRUCTION PRODUCTS GROUP, INC. FD & FDS ARE TRADEMARKS OF ACTIVAR</p>	Quantity:
	Approved By:
	Architect:
	Date:
Distributor:	
Contractor:	
Model #:	
Project:	

HEADQUARTERS: 9702 NEWTON AVE S., BLOOMINGTON, MN 55431 PH: 800-554-6077 FAX: 952-835-2218 EMAIL: SALES@ACTIVARCPG.COM WWW.ACTIVARCPG.COM
 MANUFACTURING: BLOOMINGTON, MN & COMMERCE, CA WAREHOUSES: FORT MYERS FL, DALLAS TX, LANCASTER PA, ATLANTA GA, CHICAGO, IL, SEATTLE WA, OMAHA NE, FARGO ND 2/5/2018

QTY	A		B		C		APPROXIMATE SHIPPING WEIGHT In Pounds			LATCH (ES)
	MODEL SIZE IS DOOR SIZE WIDTH X HEIGHT		OUTSIDE FRAME DIMENSIONS		2 HOUR FIRE BARRIER UL "B" RATED WALL OPENING		FD			
	INCHES	mm	W	H	WIDTH	HEIGHT	FD	FDS	"H14"	
	8" X 8"	203 x 203	10"	10"	8 3/8"	8 3/8"	6	6	11	1
	10" X 10"	254 x 254	12"	12"	10 3/8"	10 3/8"	8	8	15	1
	12" X 12"	305 x 305	14"	14"	12 3/8"	12 3/8"	10	10	17	1
	14" X 14"	356 x 356	16"	16"	14 3/8"	14 3/8"	12	12	22	1
	16" X 16"	406 x 406	18"	18"	16 3/8"	16 3/8"	15	15	17	1
	18" X 18"	457 x 457	20"	20"	18 3/8"	18 3/8"	17	18	30	1
	20" X 20"	508 x 508	22"	22"	20 3/8"	20 3/8"	21	22	51	1
	20" X 30"	508 x 762	22"	32"	20 3/8"	30 3/8"	28	29	53	2
	22" X 22"	559 x 559	24"	24"	22 3/8"	22 3/8"	26	27	51	1
	22" X 30"	559 x 762	24"	32"	22 3/8"	30 3/8"	29	30	53	2
	22" X 36"	559 x 914	24"	38"	22 3/8"	36 3/8"	36	37	58	2
	24" X 24"	610 x 610	26"	26"	24 3/8"	24 3/8"	27	28	47	1
	24" X 36"	610 x 914	26"	38"	24 3/8"	36 3/8"	37	38	60	2
	24" X 48"	610 x 1219	26"	50"	24 3/8"	48 3/8"	54	56	85	2
	30" X 30"	762 x 762	32"	32"	30 3/8"	30 3/8"	38	40	—	2
	32" X 32"	813 x 813	34"	34"	32 3/8"	32 3/8"	43	41	—	2
	36" X 36"	914 x 914	38"	38"	36 3/8"	36 3/8"	52	54	—	2
	36" X 48"	914 x 1219	38"	50"	36 3/8"	48 3/8"	61	64	—	2
	48" X 48"	1219 x 1219	50"	50"	48 3/8"	48 3/8"	100	110	-----	2

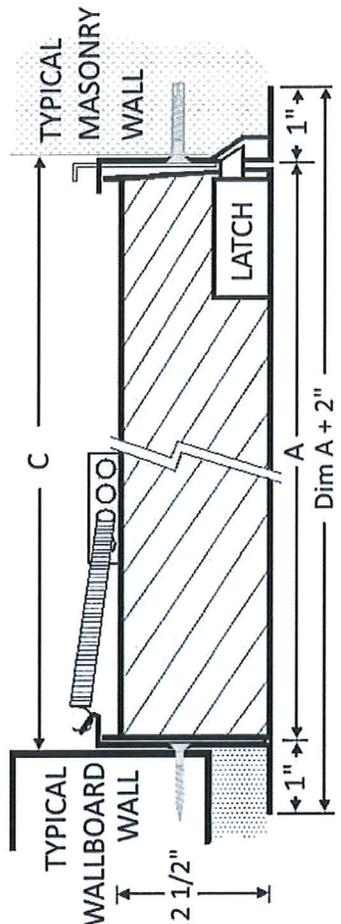
Sizes not shown, available upon request up to 48" x 48"
 For Sizes Where Height Exceeds 48", See our Expanded Line of FD2 Access Panels

Sizes Shown in Bold Text in Chart Above Available for Quick Ship from One or More of our 10 Warehouses - Check Stock List



JL INDUSTRIES

WALL INSTALLATION
 1-1/2 HOUR UL "B" LABEL IN A 2 HOUR FIRE BARRIER
 Use "C" Dimension for Installation Without Wallboard Liner
 Add 1-5/8" to "A" for 5/8" Wallboard Liner of Opening on 4 Sides
 Top View



SEE SEPARATE SUBMITTALS FOR 1-3 HOUR CEILING, 3 HOUR WALLS OR DOUBLE LEAF DOORS

THIS DRAWING IS AN ILLUSTRATION ONLY - INSTALLATION CONDITIONS MAY VARY

Optional Colors at Additional Cost - Samples Available		
G-Gray	R-Red	BK-Black/FB Flat
S-Sand	AB-AMS Beige	SB-SC Flat Beige
		SI - Silver
		B-Bronze

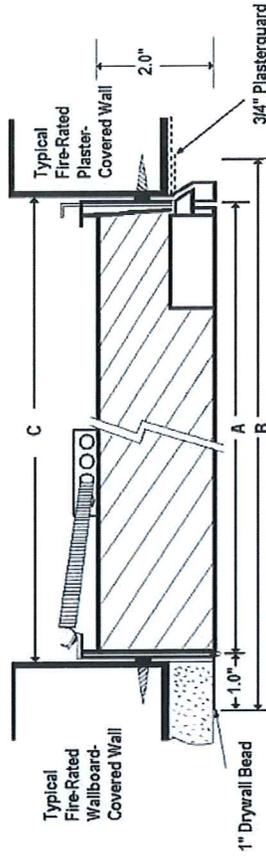
Order Format: _____
 Example: FD-1212-U4B
 Model Width Height Lock (U Standard, U2, U3 & U4 Optional) Optional Color Gauge
 (FD, FDS, FDG)

GYPSUM BOARD OR PLASTER WALLS - MODELS FD, FDSS, FDWB & FDPW, HGFD

1. With metal or wood studding, install a framed opening at specified location. Opening dimensions should be 3/8" larger than door size of panel; i.e., for a 12" x 12" panel, opening should be 12-3/8" x 12-3/8". (A notched-out area 2-1/4" long x 7/8" wide and 1/2" deep is required for the lock bolt cover.)
1. Frame above and below access panel. On panels larger than 16" x 16", install a double stud on both sides in the same manner as at passage panels.
3. Place panel in position in opening and mark location of attachments on studding using holes in latch and hinge sides of panel frame as marking guide. 2 holes are provided on each side.
4. Remove panel and drill 5/32" holes through studs at marked points.
5. Place panel in position (leaving masonry anchors flat against panel frame) and attach with #10 sheet metal or machine screws.
6. Check panel for freedom of movement. If it binds, shim as necessary to remove any racking of frame at attachments to studding.
7. Attach spring to tabs on hinge side of panel, through hole in door with enough tension to close door.

MASONRY WALLS - MODELS FD, FDSS & HGFD

1. Opening should be finished to dimensions 3/8" larger than door size of panel; i.e., for a 12" x 12" panel, opening should be 12-3/8" x 12-3/8". (A notched-out area 2-1/4" long x 7/8" wide and 1/2" deep is required for the lock bolt cover.)
2. INSTALLING WITH MASONRY ANCHORS: If wall is under construction at time panel is being installed, masonry anchors (unfolded from frame) will serve for attachment.
INSTALLING IN EXISTING WALL: If wall is already in place, position panel in opening provided and mark location of attachments on wall using holes in latch and hinge sides of panel frame as marking guides. 2 holes are provided on each side.
1. Remove panel and install expansion shields in wall at marked points.
2. Place panel in position (leaving masonry anchors flat against frame) and attach with #10 flat head steel machine screws or equivalent.
3. Check panel for freedom of movement. If it binds, shim as necessary to remove any racking of frame at attachments to masonry.
4. Use mortar between frame of panel and block wall to provide a complete closure around frame of panel.
5. Attach spring to tabs on hinge side of panel, through hole in door with enough tension to close door.

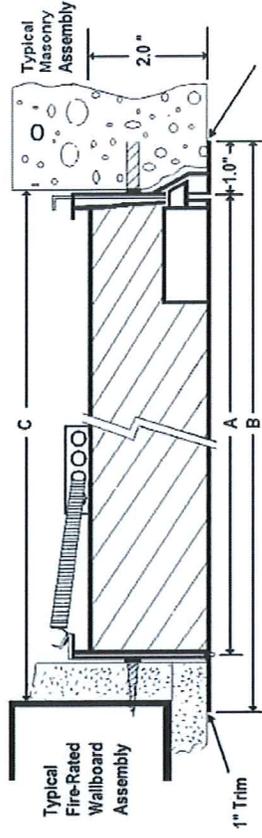


Gypsum Wallboard (FDWB) Plaster Wall (FDPW)

Top View



NOTE: ALL FIRE-RATED ACCESS PANELS HAVE SPRING-ASSISTED CLOSING.



Gypsum Wallboard (FD, FDSS, HGFD) Masonry (FD, FDSS, HGFD)

Top View



JLI INDUSTRIES

ACTIVAR
INC.
Construction Products Group

www.activargcp.com

Listing: UL listed "B" label in a 2 hour fire barrier. File # R13067-1.

Warnock Hersey 1-1/2 hour label up to 48" x 48"

Due to the wide variety of fire-rated wall assemblies, these drawings are representative of a typical installation scenario, but are not meant to be a guideline for wall construction. Please consult your local AHJ for current



Products

Access Doors
Access Hatches
Fiberglass Access Panels
Fire Protection Equipment
Ladders & Ladder Safety Products
Ladder Gate Preventive Shield
Miller Saf-T Climb
Roof Hatch Safety
Roof Hatches and Smoke Vents
Stylights
Tear Nosing & Safety Tread
Toilet Room Accessories
Visual Aides, Chalkboards;
Markerboards

Contact Information

Mailing Address:
B.L. Wilcox & Associates
P.O. Box 829
Whittier CA 90608

Physical Address:
7615 Baldwin Place
Whittier CA 90602

Toll Free: 800-272-0643
Local: 562-693-2787
Fax: 562-693-5843
info@blwilcox.com



B.L. Wi...

Like Page

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JJM Construction - Fire Rated Access Panel Enclosures

Fire rated access panel enclosures for smoke detector installation in elevator hoist ways, machine rooms, and other restricted areas.

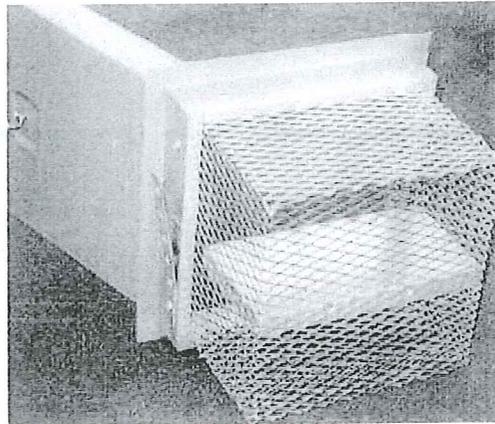
- 1 1/2 rated access enclosure
- Welded expanded metal cage per code made to your specification
- C.O.D. delivery included within 30 miles radius of Menifee CA or delivery fee will be added.
- Approx. delivery time: 5-10 business days after signed work proposal is received.
- All sales are final.

It is now required by the State Elevator Inspector and State Fire Marshal to have a smoke detector and/or heat sensor inside elevator hoist ways, machine rooms, and other restricted areas.

JJM Access Enclosures provides an acceptable method for allowing a smoke detector and heat sensor inside these restricted areas, yet serviceable from outside.

Our patented product has a UL labeled door, self-closing and self-locking; permissible for elevator wall construction in the elevator hoist way. We also provide an adjustable shelf to allow for horizontal smoke detector/heat detector mounting inside the enclosure.

Approved by the State Elevator Inspector and State Fire Marshal, our enclosures are custom made to your specifications. Prices vary on fabrication to your specifications and delivery needs. Patent Approval No. 09/497393.





CHANGE ORDER REQUEST

COR No. 245 R0

Date: 9/26/2019

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

DESCRIPTION OF WORK

Scissor Lift Rental

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost for lift rental for elevator work required in CCD 44.	Abdellatif Enterprises Inc	1,241
Reason: Lift needed to perform work required in CCD 44.		
Ref: CCD 44		
		Subtotal: 1,241
Contractual Costs		
Fee		64
Sub Default Insurance		15
CCIP		16
Bond		11
		Subtotal: 106
Total Change Order Request Amount:		1,347

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
Jose Arche, CSDA

 Printed Name & Title
10-02-19

 Date

 Signature

 Printed Name & Title

 Date



Change Order #

26

DATE: September 23, 2019

PROJECT: Marshall Elementary School

Four week Scissor Lift rental

Description	Qty	Unit	Unit Price	Extension
Material Subtotal				
Material Sales Tax			7.75%	
Material Total				
Scissorlift Rental	4	weeks		\$ 1,079.50
Labor		Hours	\$ 95.00	
Subtotal				\$ 1,079.50
Profit & Overhead			15%	\$ 161.93
Change Order Total				\$ 1,241.43



172223662-001

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319
805-289-8301 FAX

Job Site: 027
THURGOOD MARSHALL ELEM
2900 THURGOOD MARSHALL DR
OXNARD CA 93036-6349

Office: 949-215-4790 Cell: 805-901-1580

ABDELLATIF ENTERPRISES INC
26072 MERIT CIR STE 103
LAGUNA HILLS CA 92653-7015

Customer # : 3032343
Invoice Date : 08/14/19
Date Out : 08/02/19 08:00 AM
Billed Through : 08/30/19 00:00
UR Job Loc : 2900 THURGOOD MARSHA
UR Job # : 6
Customer Job ID:
P.O. # : THURGOOD MARSHALL
Ordered By : CECIL RODRIGUEZ/RL
Reserved By : RANDY LIN
Salesperson : BENJAMIN NARANJO

Invoice Amount: \$1,079.50

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	10226053	SCISSOR LIFT 30-35' ELECTRIC 46-48" WIDE Make: SKYJACK Model: SJIII4632 Serial: 70017914 Meter out: 139.40 Meter in: .00		195.00	400.00	778.00	778.00
						Rental Subtotal:	778.00
SALES/MISCELLANEOUS ITEMS:			Price	Unit of Measure	Extended Amt.		
Qty	Item						
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	5.835	EACH	5.84		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	15.560	EACH	15.56		
1	DELIVERY CHARGE		105.000	EACH	105.00		
1	PICKUP CHARGE		105.000	EACH	105.00		
						Sales/Misc Subtotal:	231.40
						Agreement Subtotal:	1,009.40
						Tax:	70.10
						Total:	1,079.50

COMMENTS/NOTES:

CONTACT: CECIL RODRIGUEZ
CELL#: 805-901-1580

BILLED FOR FOUR WEEKS 8/02/19 THRU 8/30/19 08:00 AM

WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

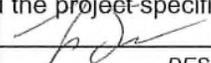
This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #044	Date Submitted: 07/23/19	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (1 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: 

 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

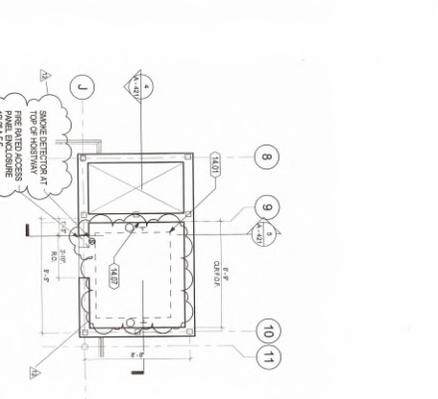
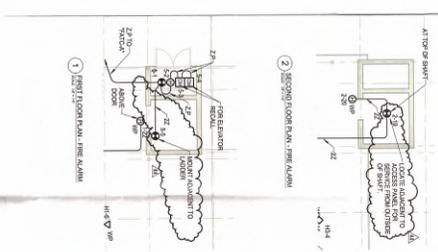
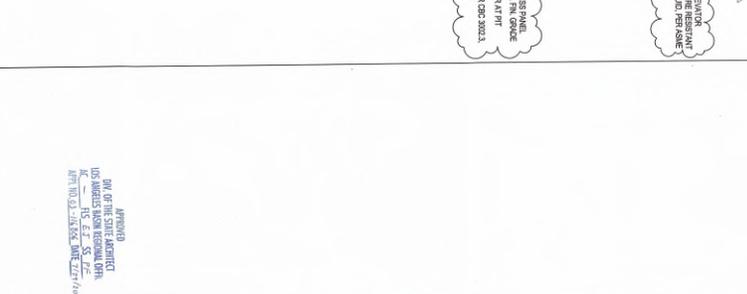
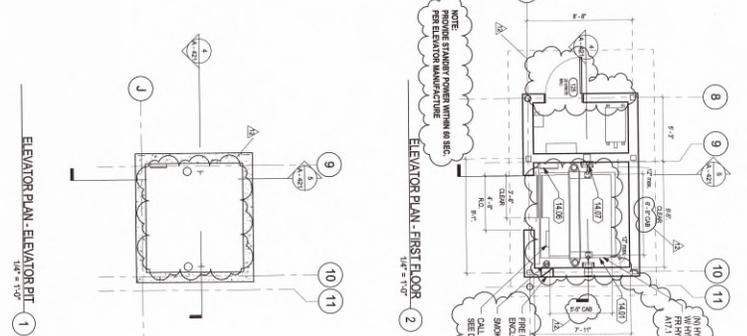
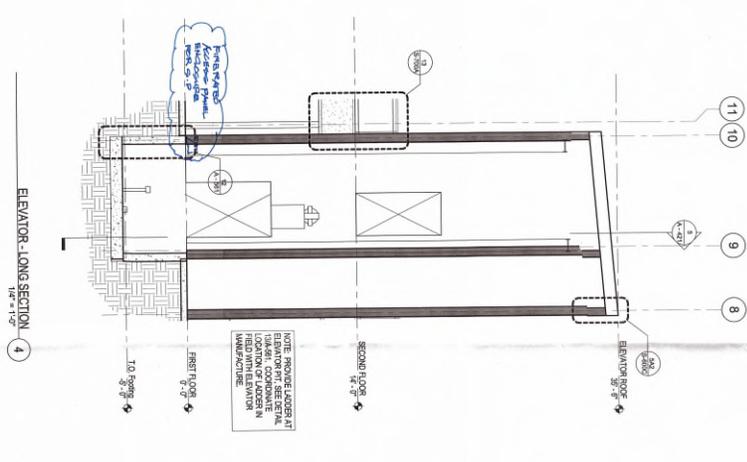
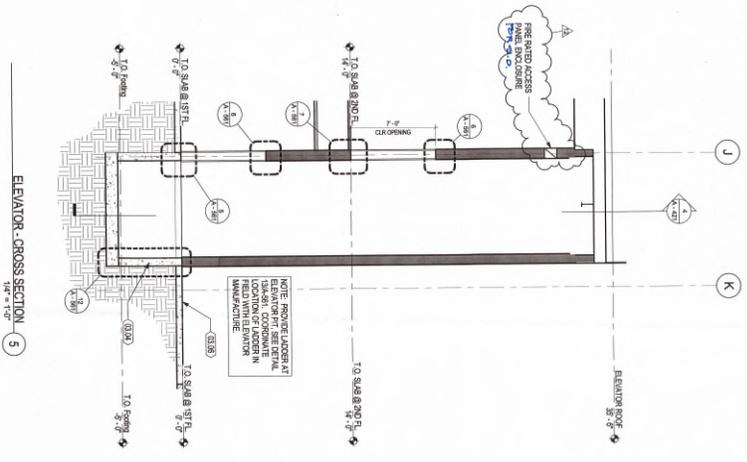
CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.
Brief description of construction change (attach additional sheets if needed): Replace the approved Traction elevator to a Hydraulic elevator. No change impact to the approved structural hoistway/pit. Replace the hydraulic fluid (combustible) with Hydro Safe Fire Resistance FR Hydraulic Fluid. No Change to the hoistway/shaft rating 1-hr. Omit the firesprinkler at pit. Omit 1-leaf of the double door #125 in machine rm. <i>OMIT HEAT DECT. AT PIT, SMOKE DECT. TO REMAIN AT TOP & BOTTOM OF HOISTWAY.</i>
List of DSA approved drawings affected by this CCD: CCD36, CCD40,A-421 FP-002

DSA USE ONLY		DSA STAMP
SSS <u>PF</u> Date <u>7/29/19</u> Approved / Disapproved / Not Req'd	For business office use only	APPROVED DIV. OF THE STATE ARCHITECT LOS ANGELES BASIN REGIONAL OFFICE AC — FLS <u>EJ</u> SS <u>PF</u> APPL NO. <u>03-116806</u> DATE <u>7/29/19</u>
FLS <u>5</u> Date <u>7.29.19</u> Approved / Disapproved / Not Req'd	Date Sent _____	
ACS _____ Date _____ Approved / Disapproved / Not Req'd	Return By _____	
Remarks _____	Delivery Method _____	

Hydro Safe/Reserve's Leadership in SAFETY
Hydro Safe/Reserve's Leadership in SAFETY

2/17/2019
Project: Marshall New Classroom Building
Drawing No: 100
Sheet No: 100
Scale: 1/4" = 1'-0"

Hydro Safe/Reserve
10000 1st Avenue, Suite 200
San Diego, CA 92123
www.hydro-safe.com



SHEET NOTES

1. SEE PLAN FOR ELEVATOR RECOMPONENTS & FITTINGS
2. PROVIDE LUGS AT ELEVATOR PIT. SEE DETAIL 13A.561. COMPONENT LOCATION OF LUGS IN FIELD WITH ELEVATOR MANUFACTURER.
3. SEE SHEET A311 FOR ELEVATOR DETAILS

KEYNOTES

01A	CONC. WALL AT ELEVATOR PIT. S.E. 3.0
01B	CONC. WALL AT ELEVATOR PIT. S.E. 3.0
01C	ELEVATOR CAB SET SPECIFICATIONS, DETAILS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
01D	HOSTING SYSTEM MANUFACTURER

APPROVED
BY: [Signature]
DATE: 2/17/2019

NO.	REVISION/DESCRIPTION	DATE
1	ISSUED FOR PERMIT	02/17/2019
2	ISSUED FOR CONSTRUCTION	02/17/2019
3	ISSUED FOR CONSTRUCTION	02/17/2019
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5	ISSUED FOR CONSTRUCTION	02/17/2019
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100	ISSUED FOR CONSTRUCTION	02/17/2019



2000 WEST OXNARD AVENUE, SUITE 200
OXNARD, CA 93020
TEL: (805) 321-1100
WWW.NISHKAN.COM

PROJECT OWNER:
OXNARD SCHOOL DISTRICT

DESIGNER:
NISHKAN CHAMBERLAIN IMEG

DATE: 02-17-2019

CONTRACT NO.: 100

422



Hydro Safe/ Renewable Lubricants, Inc.
476 Gagey Rd., P.O. Box 474
Hartsville, Ohio 44633-0474
Voice: 330.877.9982 Fax: 330.877.2266
www.hydro-safe.com

Hydro Safe® Fire Resistant FR Hydraulic Fluids
(ISO 32, 46, & 68 FR Fluids)



"Biobased Lubricants that Perform Like Synthetics"

Hydro Safe Fire Resistant FR Hydraulic Fluids are ultimately biodegradable vegetable based formulas that meet and exceed Vickers M-2958-S, Vickers I-285-S, U.S. Steel 126, U.S. Steel 127, and U.S. Steel 136. They have been USDA Biobased tested to show zero carbon (vegetable oil at 99.9% for ISO 32 & 46, and 99% for ISO 68), and they are specially formulated to offer the lowest toxicity in aquatic conditions. They are an excellent choice for inner plant applications (i.e. Steel Mills) as fire resistant (FR) hydraulic fluids and they provide exceptional oxidation stability (RPVOT avg. 255 minutes) exceeding US Steel minimum requirements of 120 minutes. Although they have a pour point of -25°C (-13°F), care must be taken if used in hydraulic systems setting static below -10°C for extended periods.

Hydro Safe Fire Resistant FR Hydraulic Fluids are formulated to perform in stationary and mobile hydraulic systems that require Anti-Wear, Anti-Rust, and Anti-Oxidation properties. These patented super high VI fluids have a long history of successfully being used in hydraulic systems designed with vane, piston, and gear-type pumps, that require ISO 1524 Part 2 and 3, Parker-Duriron HF-O, HF-1, HF-2, Eaton-Vickers, Rexroth, and Sauer-Sundstrand. They have shown to have exceptional anti-wear performance in ASTM D-4172 Four Ball Wear Tests. Their anti-wear performance exceeds the requirements for US Steel 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Hydro Safe Fire Resistant FR Hydraulic Fluids meet the Environmental Protection Agency (EPA) 2013 Vessel General Permit (VGP) guidelines for Environmentally Acceptable Lubricants (EALs) and should be used in hydraulic systems where LDDY Toxicity, Biodegradability, and Non-Bioaccumulation properties are required. They exceed the acute toxicity (LC-50 / EC-20 > 1000 ppm) criteria adopted by the US Fish and Wildlife Service and the US EPA. Hydro-Safe Fire Resistant FR Hydraulic Fluids are ENVIRONMENTALLY RESPONSIBLE lubricants that are formulated from renewable agricultural biobased resources. We believe Earth's environmental future rests in the use of renewable materials.

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Ultimate Biodegradation (Pw) within 28 days in ASTM D-584 Aerobic Aquatic Biodegradation of Lubricants

STABILIZED by Renewable Lubricants' is RLP trademark on their proprietary and patented anti-oxidant, anti-rust, and cold flow technology. High Oleic Base Stock (HOS) are agricultural vegetable oils. This stabilized technology allows the HOS to perform high performance in high and low temperature applications, reducing oil thickening and deposits.

Patented Product: US Patent 6,283,992, US Patent 6,534,454 with additional Pending and Foreign Patents

Trademark of Renewable Lubricants, Inc. Copyright 1999 Renewable Lubricants, Inc.

Availability: F.O.B. Hartsville, Ohio, USA | 1 Gallon | 5 Gallon Pail | Drum | Test Kit



07/19/2019

Mr. Michael Schoen
Principal
CSDA Design Group
809 N. Douglas Street, Ste. 100
El Segundo, CA 90245
Email: mschoen@cstdadesigngroup.com

Re: Marshall ES - Oxnard USD
2900 Thurgood Marshall Dr, Oxnard, CA
NC Job 4034000

Dear Mr. Schoen:

Nishkian Chamberlain (NC) understands that the elevator type changed from a traction to hydraulic system during the course of the project and was approved by DSA through a deferred submittal process. During construction the GC discovered the columns intended to receive the guide rails for the elevator were not placed in the correct location and required retrofit. As a result, CCD40 was created and approved by DSA. This CCD included calculations provided by our office which showed that the steel columns are structurally adequate to receive the loads as approved in the deferred submittal.

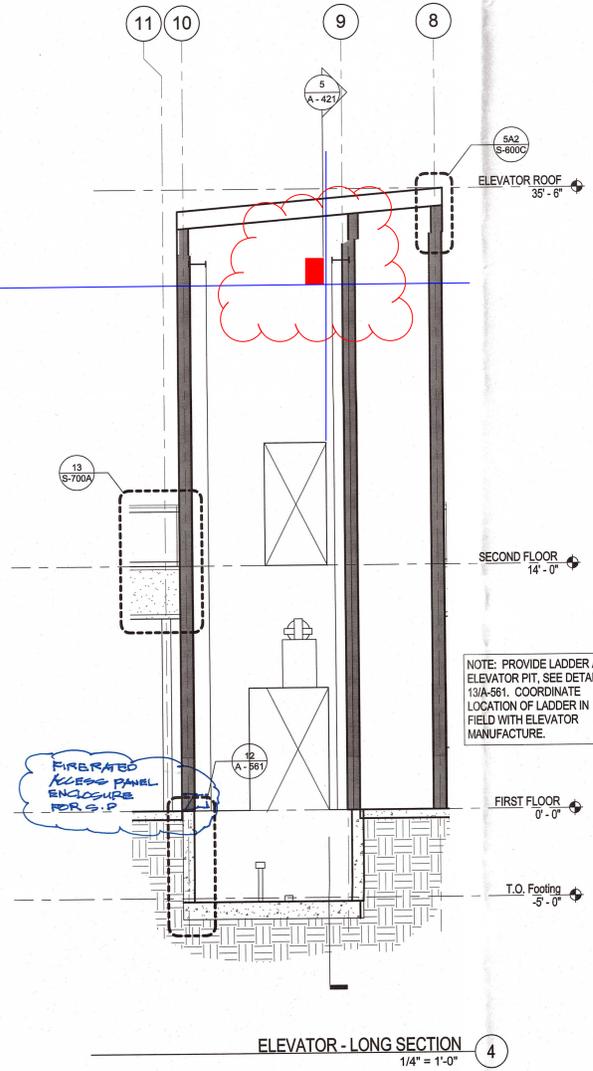
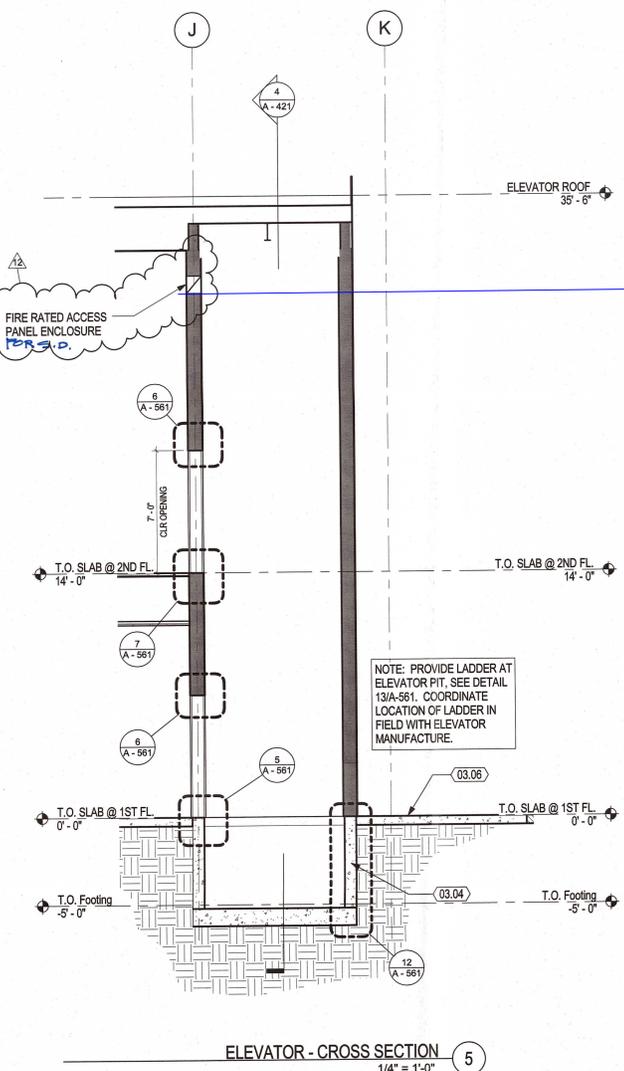
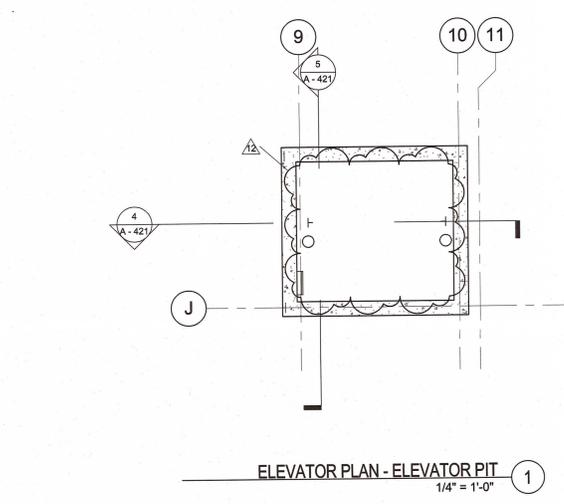
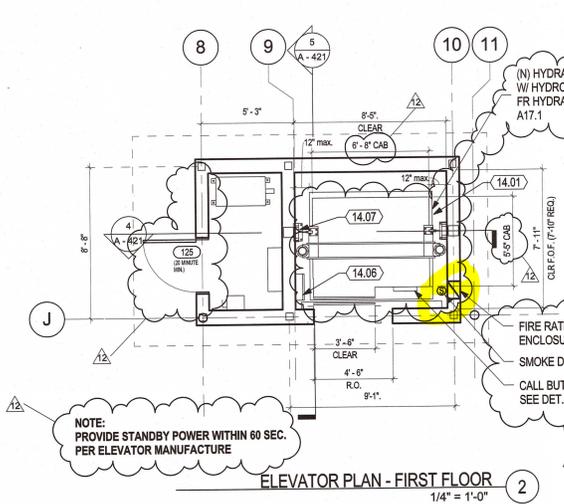
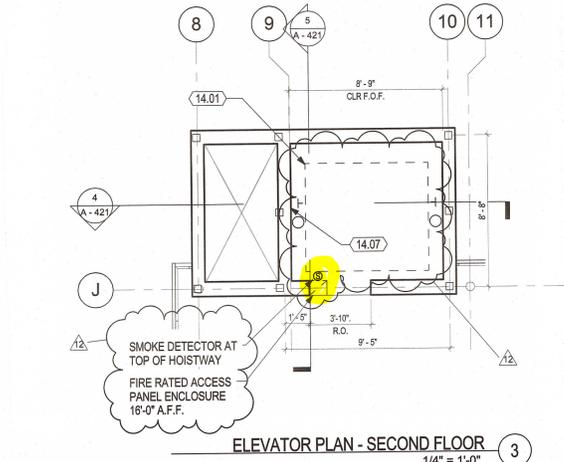
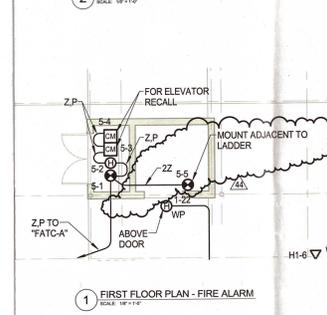
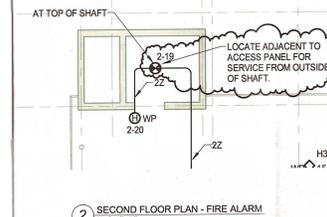
Should you need any further clarification or have any additional questions, do not hesitate to contact our office at your earliest convenience.

Very truly yours,

Nishkian Chamberlain

Craig M. Chamberlain, S.E.

Cc: Jose Arche, CSDA Design Group



SHEET NOTES

- SEE A-561 FOR ELEVATOR REQUIREMENTS & STANDARDS
- PROVIDE LADDER AT ELEVATOR PIT. SEE DETAIL 13/A-561. COORDINATE LOCATION OF LADDER IN FIELD WITH ELEVATOR MANUFACTURE.
- SEE SHEET A-561 FOR ELEVATOR DETAILS.

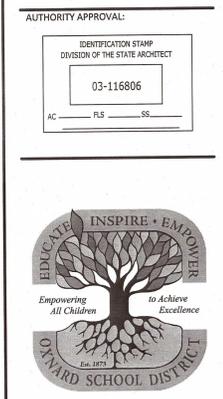
KEYNOTES

03.04	CONC. WALL AT ELEVATOR PIT, S.S.D.
03.06	EXT. CONC. SLAB, S.C.D.
14.01	ELEVATOR CAB, SEE SPECIFICATIONS, DETAILS 1, 9-11/A-561 & 14/A-561 FOR INTERIOR MIN. DIMENSIONS
14.06	PIT LADDER, SEE 13/A-561
14.07	HOISTING SYSTEM PER MANUFACTURER

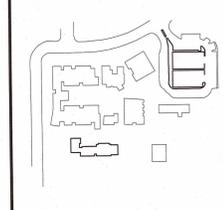
CSDA DESIGN GROUP
4061 Glencoe Ave., Suite B
Marina del Rey, CA 90292
310.821.9200
www.cstdadesigngroup.com



CONSULTANT:
AUTHORITY APPROVAL:
IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
03-116806
AC FL SS



PROJECT OWNER:
OXNARD SCHOOL DISTRICT
1051 S. A Street
OXNARD, CA 93030
805.487.3918
www.oxnardsd.org
PROJECT NAME:
MARSHALL NEW CLASSROOM BUILDING
2900 THURGOOD MARSHALL DR.
OXNARD, CA 93036
KEY PLAN:



NO.	ISSUES/REVISIONS	DATE
1	DESIGN DEV.	10/23/2015
2	100% CD	01/08/2016
3	DSA SUBMITTAL	01/28/2016
7	DSA BACKCHECK	02/03/2017
12	CCD 44	07/24/2019

ORIGINAL SCALE:
PROJECT NO.: 1534.01
SHEET TITLE:

APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES BASIN REGIONAL OFFICE
AC - FL - EJ - SS - PJ
APPL. NO. 03 - 116 206 - DATE 7/21/2019

VERTICAL CIRCULATION PLANS & SECTIONS

SHEET NO.:
A - 421

SUBMITTAL: FD™, FDS™ SERIES - FIRE RATED FLUSH ACCESS DOORS FOR 2 HR WALLS PG 1 OF 2

JL Industries' innovative line of fire-rated access panels for every type of installation meets testing standards: UBC 43-7, UL 10B, CAN/ULC-S104, ASTM E 119, ASTM E 152. Access panels are rated to 1-1/2 hours for 2 hour fire barriers for vertical surfaces in sizes up to 48" x 48" (24" x 48" for Heavy Gauge). All models feature a 2" thick insulated door, slam latch with spring-assisted closer and welded-on masonry anchors. Minimum size 8" x 8".

FD: Standard Panel (Wall)

Frame & Trim: 16 gauge steel with a paintable 1" flange.
 Door: 2" thick, insulated 20 gauge steel with continuous hinge, universal lock.
 Finish: White powder coat.

FDS: Stainless Steel (Wall)

Frame & Trim: 16 gauge stainless steel with 1" wall flange.
 Door: 2" thick, insulated 20 gauge stainless steel with continuous hinge, universal lock.
 Finish: 304 Stainless steel - #4 Satin finish.

FD: Heavy Gauge and Security (Wall Maximum Size 24 x 48)

Frame: 1/4 gauge steel with paintable 1" wall flange.
 Door: 2" thick, insulated 14 gauge steel with continuous hinge, universal lock.
 Finish: White powder coat.

STEP 1: SELECT SIZE AND QUANTITY ON CHART - PAGE 2

STEP 2: SELECT MATERIAL

___ FD (Standard) Steel with 20 gauge door and 16 gauge frame. Example: FD-1212U4W
SELECT OPTIONAL MATERIAL BELOW AT ADDITIONAL COST

___ FD Steel with 16 gauge door and frame. Example: FD-1212UW-H26

___ FD Heavy Gauge Steel with 14 gauge door and 14 gauge frame. Example: FD-2424UW-H14

___ FDG Galvanized Steel with 20 gauge door and 16 gauge frame. Example: FDG-1212U2W

___ FDS Stainless Steel Construction with 20 gauge door and 16 gauge frame. Example: FDS-1212U

___ FDS Stainless Steel with 16 gauge door and 16 gauge frame. Example: FDS-1818-U-H26

___ FDS Heavy Gauge Stainless Steel with 14 gauge door and 14 gauge frame. Example: FDS-1212U-H14

STEP 3: SELECT LOCK AND OPTIONAL COLOR

___ (U) Standard Universal Lock with turn ring and key

SELECT OPTIONAL LOCKS AND FEATURES BELOW AT ADDITIONAL COST

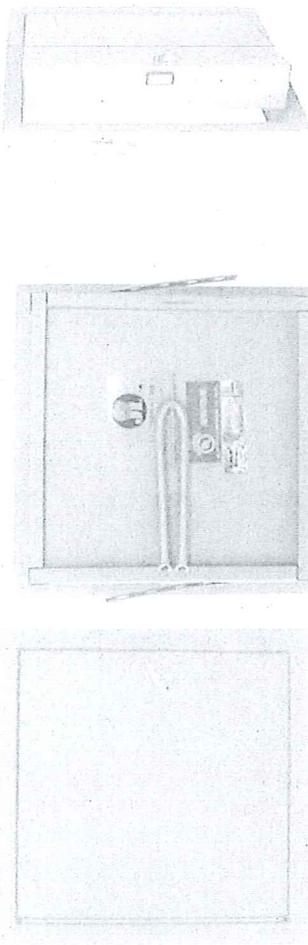
___ (U3) Mortise slam lock prep for lock by others. This preparation will accept a 1-1/8" diameter mortise cylinder and the threading on the cylinder must be 7/8" long. Cam must have minimum "X" length of 7/16". This allows you to key to new or existing master key systems.

___ (U4) Mortise slam lock prep with model 06431 installed.

___ (U2) Slam latch with knurled knob.

___ Optional Color Code - see selection on page 2 or website, custom colors-contact customer service.

___ G-Gray, R-Red, BK-Black, FB-Flat Black, S-Sand, AB-AMS Beige, SB-Flat Beige, B-Bronze, SI-Silver



SPRING-ASSISTED CLOSING OF FD PANELS

Detail of Wall Model

Fire-Rating of FD, FDS:
Wall Installation: 1-1/2 hour UL "B" label in a 2 hour fire barrier. Test # R13067-1
CSFM: This product has been approved by the California State Fire Marshall (CSFM) pursuant to Section 13144.1 of the California Health and Safety Code. See CSFM Listing No 3330-1223-101 for allowable values and/or conditions for use concerning material presented in this document. It is subject reexamination, revision and possible cancellation.

Please Note This Product Model # Has Changed.
 Please Note - Color Codes and Lock Option Codes have Changed.



BIM Objects for Revit

LATCH AND LOCK OPTIONS

Standard (U) Universal Ring/Key
 Optional Knurled Knob (U2)
 Optional Mortise Lock (U4)



 DOWNLOAD CURRENT SUBMITTAL BEFORE ORDERING © 2018 ACTIVAR CONSTRUCTION PRODUCTS GROUP, INC. FD & FDS ARE TRADEMARKS OF ACTIVAR	Distributor:	Quantity:
	Contractor:	Approved By:
	Model #:	Architect:
	Project:	Date:

HEADQUARTERS: 9702 NEWTON AVE S., BLOOMINGTON, MN 55431 PH: 800-554-6077 FAX: 952-835-2218 EMAIL: SALES@ACTIVARCPG.COM WWW.ACTIVARCPG.COM
 MANUFACTURING: BLOOMINGTON, MN & COMMERCE, CA WAREHOUSES: FORT MYERS FL, DALLAS TX, LANCASTER PA, ATLANTA GA, CHICAGO, IL, SEATTLE WA, OMAHA NE, FARGO ND 2/5/2018

SUBMITTAL: FD, FDS SERIES - FIRE RATED FLUSH ACCESS DOORS FOR 2 HR WALLS PAGE 2 OF 2

QTY	A		B		C		APPROXIMATE SHIPPING WEIGHT In Pounds			LATCH (ES)
	MODEL SIZE IS DOOR SIZE WIDTH X HEIGHT		OUTSIDE FRAME DIMENSIONS		2 HOUR FIRE BARRIER UL "B" RATED WALL OPENING		FD			
	INCHES	mm	W	H	WIDTH	HEIGHT	FD	FDS	"H14"	
	8" X 8"	203 x 203	10"	10"	8 3/8"	8 3/8"	6	6	11	1
	10" X 10"	254 x 254	12"	12"	10 3/8"	10 3/8"	8	8	15	1
	12" X 12"	305 x 305	14"	14"	12 3/8"	12 3/8"	10	10	17	1
	14" X 14"	356 x 356	16"	16"	14 3/8"	14 3/8"	12	12	22	1
	16" X 16"	406 x 406	18"	18"	16 3/8"	16 3/8"	15	15	17	1
	18" X 18"	457 x 457	20"	20"	18 3/8"	18 3/8"	17	18	30	1
	20" X 20"	508 x 508	22"	22"	20 3/8"	20 3/8"	21	22	51	1
	20" X 30"	508 x 762	22"	32"	20 3/8"	30 3/8"	28	29	53	2
	22" X 22"	559 x 559	24"	24"	22 3/8"	22 3/8"	26	27	51	1
	22" X 30"	559 x 762	24"	32"	22 3/8"	30 3/8"	29	30	53	2
	22" X 36"	559 x 914	24"	38"	22 3/8"	36 3/8"	36	37	58	2
	24" X 24"	610 x 610	26"	26"	24 3/8"	24 3/8"	27	28	47	1
	24" X 36"	610 x 914	26"	38"	24 3/8"	36 3/8"	37	38	60	2
	24" X 48"	610 x 1219	26"	50"	24 3/8"	48 3/8"	54	56	85	2
	30" X 30"	762 x 762	32"	32"	30 3/8"	30 3/8"	38	40	—	2
	32" X 32"	813 x 813	34"	34"	32 3/8"	32 3/8"	43	41	—	2
	36" X 36"	914 x 914	38"	38"	36 3/8"	36 3/8"	52	54	—	2
	36" X 48"	914 x 1219	38"	50"	36 3/8"	48 3/8"	61	64	—	2
	48" X 48"	1219 x 1219	50"	50"	48 3/8"	48 3/8"	100	110	—	2

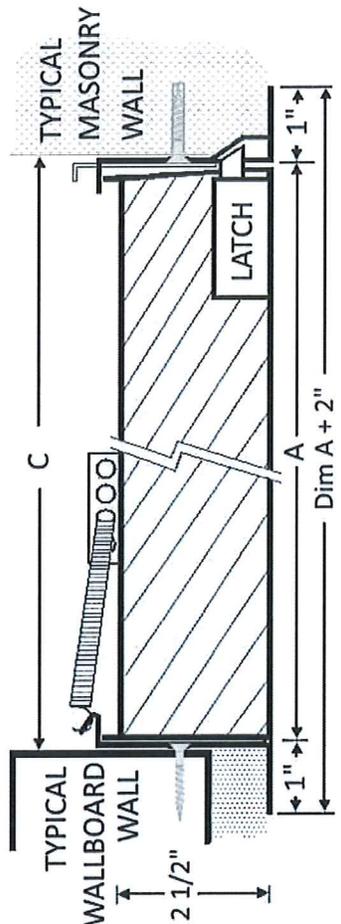
Sizes not shown, available upon request up to 48" x 48"
 For Sizes Where Height Exceeds 48", See our Expanded Line of FD2 Access Panels

Sizes Shown in Bold Text in Chart Above Available for Quick Ship from One or More of our 10 Warehouses - Check Stock List



JL INDUSTRIES

WALL INSTALLATION
 1-1/2 HOUR UL "B" LABEL IN A 2 HOUR FIRE BARRIER
 Use "C" Dimension for Installation Without Wallboard Liner
 Add 1-5/8" to "A" for 5/8" Wallboard Liner of Opening on 4 Sides
 Top View



SEE SEPARATE SUBMITTALS FOR 1-3 HOUR CEILING, 3 HOUR WALLS OR DOUBLE LEAF DOORS

THIS DRAWING IS AN ILLUSTRATION ONLY - INSTALLATION CONDITIONS MAY VARY

Optional Colors at Additional Cost - Samples Available		
G-Gray	R-Red	BK-Black/FB Flat
S-Sand	AB-AMS Beige	SB-SC Flat Beige
		SI - Silver
		B-Bronze

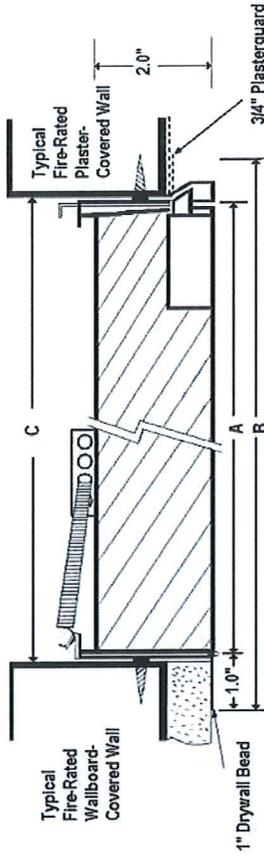
Order Format: _____
 Example: FD-1212-U4B
 Model Width Height Lock (U Standard, U2, Optional) U3 & U4 Optional Color Gauge
 (FD, FDS, FDG)

GYPSUM BOARD OR PLASTER WALLS - MODELS FD, FDSS, FDWB & FDPW, HGFD

1. With metal or wood studding, install a framed opening at specified location. Opening dimensions should be 3/8" larger than door size of panel; i.e., for a 12" x 12" panel, opening should be 12-3/8" x 12-3/8". (A notched-out area 2-1/4" long x 7/8" wide and 1/2" deep is required for the lock bolt cover.)
1. Frame above and below access panel. On panels larger than 16" x 16", install a double stud on both sides in the same manner as at passage panels.
3. Place panel in position in opening and mark location of attachments on studding using holes in latch and hinge sides of panel frame as marking guide. 2 holes are provided on each side.
4. Remove panel and drill 5/32" holes through studs at marked points.
5. Place panel in position (leaving masonry anchors flat against panel frame) and attach with #10 sheet metal or machine screws.
6. Check panel for freedom of movement. If it binds, shim as necessary to remove any racking of frame at attachments to studding.
7. Attach spring to tabs on hinge side of panel, through hole in door with enough tension to close door.

MASONRY WALLS - MODELS FD, FDSS & HGFD

1. Opening should be finished to dimensions 3/8" larger than door size of panel; i.e., for a 12" x 12" panel, opening should be 12-3/8" x 12-3/8". (A notched-out area 2-1/4" long x 7/8" wide and 1/2" deep is required for the lock bolt cover.)
2. INSTALLING WITH MASONRY ANCHORS: If wall is under construction at time panel is being installed, masonry anchors (unfolded from frame) will serve for attachment.
INSTALLING IN EXISTING WALL: If wall is already in place, position panel in opening provided and mark location of attachments on wall using holes in latch and hinge sides of panel frame as marking guides. 2 holes are provided on each side.
1. Remove panel and install expansion shields in wall at marked points.
2. Place panel in position (leaving masonry anchors flat against frame) and attach with #10 flat head steel machine screws or equivalent.
3. Check panel for freedom of movement. If it binds, shim as necessary to remove any racking of frame at attachments to masonry.
4. Use mortar between frame of panel and block wall to provide a complete closure around frame of panel.
5. Attach spring to tabs on hinge side of panel, through hole in door with enough tension to close door.



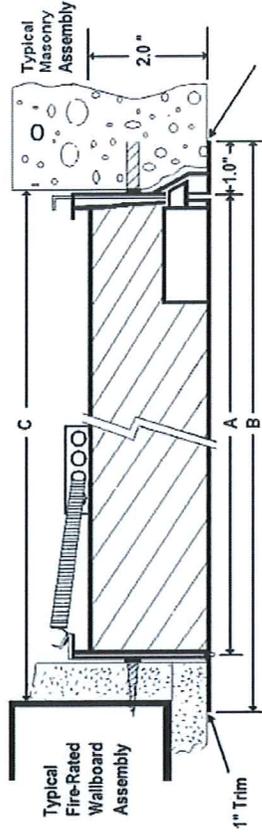
Plaster Wall (FDPW)

Gypsum Wallboard (FDWB)

Top View



NOTE: ALL FIRE-RATED ACCESS PANELS HAVE SPRING-ASSISTED CLOSING.



Gypsum Wallboard (FD, FDSS, HGFD) Masonry (FD, FDSS, HGFD)

Top View



JL INDUSTRIES

ACTIVAR
INC.
Construction Products Group

www.activarp.com

Listing: UL listed "B" label in a 2 hour fire barrier. File # R13067-1.
Warnock Hersey 1-1/2 hour label up to 48" x 48"



Due to the wide variety of fire-rated wall assemblies, these drawings are representative of a typical installation scenario, but are not meant to be a guideline for wall construction. Please consult your local AHJ for current

Products

Access Doors
Access Hatches
Fiberglass Access Panels
Fire Protection Equipment
Ladders & Ladder Safety Products
Ladder Gate Preventive Shield
Miller Saf-T Climb
Roof Hatch Safety
Roof Hatches and Smoke Vents
Stylights
Tear Nosing & Safety Tread
Toilet Room Accessories
Visual Aides, Chalkboards;
Markerboards

Contact Information

Mailing Address:
B.L. Wilcox & Associates
P.O. Box 829
Whittier CA 90608

Physical Address:
7615 Baldwin Place
Whittier CA 90602

Toll Free: 800-272-0643
Local: 562-693-2787
Fax: 562-693-5843
info@blwilcox.com



B.L. Wi...

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JJM Construction - Fire Rated Access Panel Enclosures

Fire rated access panel enclosures for smoke detector installation in elevator hoist ways, machine rooms, and other restricted areas.

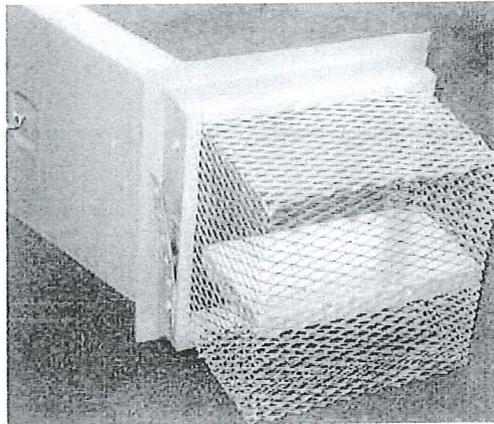
- 1 1/2 rated access enclosure
- Welded expanded metal cage per code made to your specification
- C.O.D. delivery included within 30 miles radius of Menifee CA or delivery fee will be added.
- Approx. delivery time: 5-10 business days after signed work proposal is received.
- All sales are final.

It is now required by the State Elevator Inspector and State Fire Marshal to have a smoke detector and/or heat sensor inside elevator hoist ways, machine rooms, and other restricted areas.

JJM Access Enclosures provides an acceptable method for allowing a smoke detector and heat sensor inside these restricted areas, yet serviceable from outside.

Our patented product has a UL labeled door, self-closing and self-locking; permissible for elevator wall construction in the elevator hoist way. We also provide an adjustable shelf to allow for horizontal smoke detector/heat detector mounting inside the enclosure.

Approved by the State Elevator Inspector and State Fire Marshal, our enclosures are custom made to your specifications. Prices vary on fabrication to your specifications and delivery needs. Patent Approval No. 09/497393.



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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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

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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.

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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

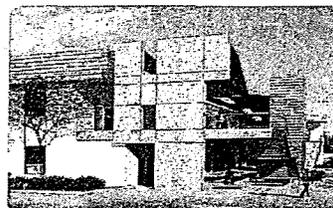
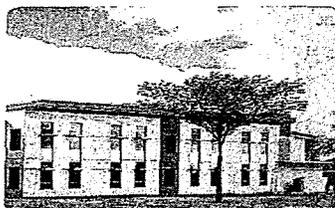
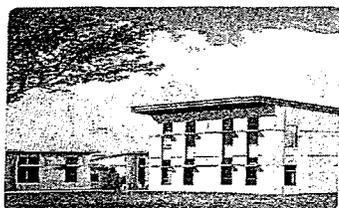
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EXHIBIT A

Scope of Work (Plans & Specifications)

Marshall New Classroom Building



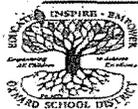
100% Construction Documents Package

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

BIDDING DOCUMENTS TABLE OF CONTENTS

VOLUME 1 of 2 (Not submitted to DSA)

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 2150	List of Subcontractors
00 2400	Statement of Bidder's Qualifications
00 2600	Bid Bond
00 4000	Labor and Material Payment Bond
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

DIVISION 1 -- 2 (Not Used)

Volume 2 of 2

DIVISION 03 - CONCRETE

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

DIVISION 04 - MASONRY

04 2200	Concrete Unit Masonry
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DIVISION 05 - METALS

05 1200	Structural Steel Framing
05 5000	Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000	Rough Carpentry
06 1733	Wood I-Joists
06 1813	Glued Laminated Beams
06 4000	Architectural Woodwork

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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

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EXHIBIT A, continued

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1326 Self Adhering Sheet Wang
07 2100 Thermal Insulation
074000 Metal Roof Panels
075416 Polyvinyl Chloride (PVC) Roofing
076000 Flashing Sheet Metal
078400 Fire Stop and Smoke Seals
079200 Joint Sealants

DIVISION 08 - OPENINGS

08 1113 Hollow Metal Doors and Frames
08 1416 Flush Wood Doors
08 3116 Access Panels and Frames
08 3613 Sectional Doors
08 5113 Aluminum Windows
08 7100 Door Hardware
08 8000 Glazing

DIVISION 09 - FINISHES

09 2200 Cement Plastering
09 2900 Gypsum Board
09 3013 Ceramic Tiling
09 5123 Acoustical Tile Ceilings
09 6513 Rubber Base
09 6519 Resilient Tile Flooring
09 9000 Paints and Coatings

DIVISION 10 - SPECIALTIES

101400 Signage
102113.17 Phenolic-Core Shower and Dressing Compartments
102800 Toilet Accessories
105200 Fire Extinguishers

DIVISION 11 - EQUIPMENT

116800 Playfield Equipment and Structures

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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

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EXHIBIT A, continued



DIVISION 12 - FURNISHINGS

- 12 2413 Roller Window Shades
- 12 3553 Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 (Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

DIVISION 15 – 20 (Not Used)

DIVISION 21 - FIRE SUPPRESSION

- 21 1000 Fire Protection

DIVISION 22 – PLUMBING



- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

DIVISION 24 – 25 (Not Used)



DIVISION 26 - ELECTRICAL

- 26 0126 Inspection Test and Acceptance

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MARSHALL NEW CLASSROOM BUILDING

EXHIBIT A, continued

- 26 0500 Common Work Results for Electrical
- 26 0513 Basic Electrical Materials and Methods
- 26 0519 Low-Voltage Wires (600 Volt AC)
- 26 0526 Grounding and Bonding
- 26 0533 Raceways and Boxes Fitting and Supports
- 26 0586 Motors and Drives
- 26 0800 Electrical Systems Commissioning
- 26 0923 Lighting Control Systems
- 26 1000 Service Entrance
- 26 2200 Low-Voltage Transformers
- 26 2413 Switchboards1000
- 26 2416 Panelboards and Signal Terminal Cabinets
- 26 2419 Motor Control Devices
- 26 5000 Lighting
- 26 5200 Emergency Power Systems

DIVISION 27 - COMMUNICATIONS

- 27 0126 Test and Acceptance Requirements for Structured Cabling
- 27 1013 Structured Cabling
- 27 4113 Classroom Sound Enhancement System
- 27 5116 Public Address and Intercommunication Systems
- 27 5313 Clock and Program Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

- 28 1600 Intrusion Detection System
- 28 3100 Fire Detection and Alarm System

DIVISION 29 – 30 (Not Used)

DIVISION 31 – EARTHWORK

- 31 1000 Site Clearing
- 31 2200 Grading
- 31 2316 Excavation and Fill Paving
- 31 2319 Excavation and Fill Structures
- 31 2323 Excavation and Fill Utilities
- 31 2326 Base Course

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MARSHALL NEW CLASSROOM BUILDING

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EXHIBIT A, continued

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 32 0117 Pavement Repair
- 32 1216 Asphalt Paving
- 32 1236 Seal for Bituminous Surfacing
- 32 1313 Site Concrete Work

DIVISION 33 – SITE IMPROVEMENTS

- 33 1100 Site Water Distribution Utilities
- 33 3000 Site Sanitary Sewer Utilities
- 33 4000 Storm Drainage Utilities

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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

	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	
01- GENERAL G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6 03-CIVIL C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22 04- LANDSCAPE L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4 05- STRUCTURAL S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-800E WALL ELEVATION AND DETAILS S-800F WALL ELEVATION AND DETAILS S-700 FRAMING DETAILS S-700A ELEVATOR DETAILS S-700B STAIR PLANS & DETAILS 19	06- ARCHITECTURAL A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN A-131 ROOF PLAN A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS A-500 ROOF DETAILS A-501 ROOF DETAILS A-510 EXTERIOR ENVELOPE DETAILS A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS A-530 INTERIOR DETAILS A-531 INTERIOR DETAILS A-535 TOILET DETAILS A-540 CEILING DETAILS A-550 SIGNAGE DETAILS A-560 STAIR DETAILS A-561 ELEVATOR DETAILS A-570 CASEWORK DETAILS A-610 DOOR SCHEDULE A-612 FINISH SCHEDULE A-620 WALL TYPES 27	E-041 PANEL SCHEDULES E-050 ELECTRICAL DETAILS E-090 SIGNAL SYSTEM RISER DIAGRAMS E-101 SITE PLAN - ELECTRICAL E-102 ENLARGED SITE PLAN - ELECTRICAL E-201 FIRST FLOOR PLAN - LIGHTING E-202 FIRST FLOOR PLAN - POWER E-203 FIRST FLOOR PLAN - SIGNAL E-204 FIRST FLOOR PLAN - FIRE ALARM E-301 SECOND FLOOR PLAN - LIGHTING E-302 SECOND FLOOR PLAN - POWER E-303 SECOND FLOOR PLAN - SIGNAL E-304 SECOND FLOOR PLAN - FIRE ALARM E-401 ROOF PLAN - ELECTRICAL 29 10- PLUMBING P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7 11- FIRE PROTECTION FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 5 Grand total: 140

EXHIBIT A, continued

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Volume I total: 51

A - 001	WALL TYPES
42	
08-MECHANICAL	
M-001	LEGENDS, NOTES, AND SCHEDULES
M-111	FIRST FLOOR PLAN
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	
09-ELECTRICAL	
E-001	SYMBOL LIST, ABBREVIATIONS & NOTES
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	JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall Update 06/23/17: Sketched due 06/30/17 Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17. Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	JA to call FLS plan checker to determine if these can be eliminated. 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.
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	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 Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element 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 Additional cost for painting exposed wall surfaces are combined with ARC.3
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element 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 Additional cost for painting exposed wall surfaces are combined with ARC.3. 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. 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.
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces. Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving 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.
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	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
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	RS to provide pricing for proposed revision Update 06/23/17: Pricing for credit received from Silverado Tile.
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	See ARC 18 below

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 1/2" 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

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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

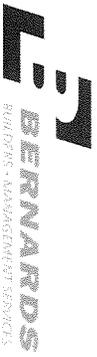
Erosion Control

Marshall Classroom Building

Subcontractors

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

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution			
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	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Storm Water Compliance	1,200	520			
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included			
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

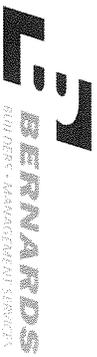
Erosion Control

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
	Included	6,500	Included	2,500			
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/ toolod 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
Recommendation:	Amount						
Santa Clarita Concrete	413,131						



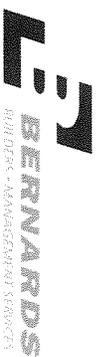
Bid Evaluation Report

Structural Steel

Marshall Classroom Building

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

Description	Subcontractors			ACSS
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	
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

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

Description	Subcontractors				ACSS		
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.				
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	Orsogril	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

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
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	7/27/2017
Install Pipe Columns per details 2,5,6/S-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	Date Printed
	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.			
Base Bid	47,900	36,107	42,290	34,161	35,270	1641	
Spec # : 06 4000 - Architectural Woodwork	Included	Included	Included	Included	Included	6/7/2017	
Spec # : 12 3553 - Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included	Included	7/27/2017	
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	6/7/2017
					Bid Date	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			
No Spec Provided OR see 03300,2.1,G	Included		Included		Included		Included		Included		Included		Included		Included		Included		Included			
Caulking & Sealants																						
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)				
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	Included	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	-----	-----	-----	-----	-----
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	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	Valencia Sheet Metal
Base Bid	See below	167,950	See below	See below	189,170	103,880		
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included		
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%		
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	90 days	60 days	60 days	60 days	30 days		
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		
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included		
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000		
Roof Plan A-131	Included	Included	-----	Included	Included	Included		
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included		
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included		
MFR - WR Grace, Jiffy-Seal or equal	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		
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included		
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included		
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included		
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included		
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included		
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included		
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included		
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included		
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included		
Flash at roof opening details 7/A-501, 20 ga cont cleat	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		
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included		
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included		
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included		
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	Included	Included		
Roof to plaster conditions	Included	Included	-----	6,400	Included	9,010		
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included		

Sheet Metal & Metal Panels		Marshall Classroom Building					
		Subcontractors			Merit Metal Products		
Description	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Contracting	Valencia Sheet Metal	
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	7,122	Included	No Bid	Included	Included	Included	
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	-----	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	159,537	Included	202,181	84,000	Included	Included	
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	Alt Prod: Metal Sales	
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 Metal Roof SM	w/ HVAC Metal Roof SM	w/ HVAC Metal Roof Only No SM	w/ HVAC Alt Metal Roof SM	w/ HVAC Metal Roof SM	w/ HVAC 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					

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				
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, Milcor - 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 7,000sf	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			Job Number	1641
		Subcontractors			Bid Date	6/7/2017
					Date Printed	7/27/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing
Best Contracting	118,535					



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	
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	
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			Center Glass			Coast to Coast		
	Included	Excluded	Other	Included	Excluded	Other	Included	Excluded	Other
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			Included					
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



Bid Evaluation Report

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



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

Subcontractors

Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					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	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	5,400
Drywall						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	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	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	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	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included

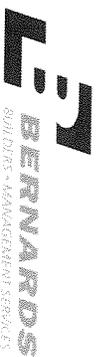


Bid Evaluation Report

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

Tile **Marshall Classroom Building**

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Stonerock Tile	J. Colavin & Son	Silverado Tile			
Base Bid	99,325	110,210	91,500	1641	6/7/2017	7/27/2017
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			
Tile						
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 Keystone 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

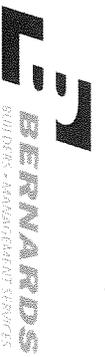
Marshall Classroom Building

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			



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	Prime Acoustics	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	Included	Included	1641
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	7/27/2017	Included	Included	6/7/2017
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included		Included		
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	30 Days	30 Days	30 Days	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	
Acoustical Panel Ceilings									
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included		Included	Included	
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included		Included	Included	
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed		Included	CertainTeed	
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included		Included	Included	
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included		Included	Included	
ACT Details per A-540	Included	Included	Included	Included	Included		Included	Included	
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included		Included	Included	
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included		Included	Included	
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included		Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320		Included	Included	
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	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	Included	
Acoustical Wall Panels									
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400		Included	Included	34,660
AWP Type 1, Keynote 10.54					Included		Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included		Included		
Tackable Wall Panels					10,000		Included		
Finish Schedule A-612:					Included		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 (24,400)		
ARC:5							
TOTALS		79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:							
Prime Acoustics					Amount		
					48,320		



Bid Evaluation Report

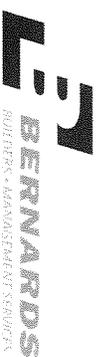
Acoustical Ceilings

Marshall Classroom Building

Subcontractors

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

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	Bid Date	Date Printed
			Nelson Adams Naco	Tech-Wall				
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, Knaf 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			
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
				Prime Painting	Valley Painting	7/27/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
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
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

Description	ABC School Equipment		Nelson Adams Naco Inc.		Job Number	Bid Date	Date Printed
	ABC School Equipment	Nelson Adams Naco Inc.	ABC School Equipment	Nelson Adams Naco Inc.			
Base Bid	275,308	208,582			1641	6/7/2017	
Spec #: 101101	Included	Included				7/27/2017	
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	0
Recommendation:	Amount						
Nelson Adams Naco Inc.	148,359						



Bid Evaluation Report

Signage

Marshall Classroom Building

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

Description	Subcontractors				Braille Signs, INC	Job Number	Bid Date
	AGS	John Pence Bldg Spec.	CA Signs				
Base Bid	6,150	10,130	11,471	15,302			
Spec #: 10 1400 - Signage	Included	Included	Included	Included		0	0
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	Included	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
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		7/27/2017
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

Description	Subcontractors				Job Number	
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh	Bid Date	1641
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included	6/7/2017	
Not Keynoted, but listed in Spec Section:						
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included	7/27/2017	
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					Shevard & Son & Sons	7/27/2017
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	90 Days	Included	90 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Window Coverings	Included	Included	Included	Included		
MFR - Levelor, HD, Spring	Included	Included	Included	Included		
New Classroom Building	Included	Included	Included	Included		
All Windows Interior and Exterior	Included	Included	Included	Included		
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded		
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded		
Manual Operated at all windows	Included	Included	Included	Included		
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	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		
Fabric "AV Blackout shade my Mechoshade or equal	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

Marshall Classroom Building

Subcontractors

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

Description	Kone, Inc.	Republic Elevator					
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	0
Recommendation:	Amount						
Republic Elevator	90,220						



Bid Evaluation Report

Fire Sprinklers

Marshall Classroom Building

Subcontractors

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire			
Base Bid	276,600	123,456	126,266	1641	6/7/2017	7/27/2017
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
J.G. Tate Fire Protection	Amount	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 RFIs 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>1. Lead-Free stops and white painted wire supply</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	Copper Type L	Included	
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	
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included	
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included	
BIM Coordination	10,000	17,500	10,000	10,000	10,000	
Caulking and Sealants as Required	Included	Included	Included	Included	Included	
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included	
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included	
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included	
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included	
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642	
Vibration Isolation	Included	Included	Included	Included	Included	
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included	
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included	
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included	
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	Included	Included	
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350	
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400	
Temporary Toilets	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/M505	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 Wage	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	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Furnish & Install Building Electrical										
Main Gear and Panels	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Panel board ("MP"/E-030)	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
500KVA WP Site Transformer w/ Disconnect	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Distribution Boards	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Panel Boards	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Lighting Control Panels and Lighting Control System	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Lighting Control Panels and Lighting Control System	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Circuit Breakers	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Transformers	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Ground Bus / Grounding Systems	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Distribution, Conduit and Wiring	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Copper Bussing and Wiring w/ Rigid Conduit	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Feeders (RFI# 26)	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power Distribution	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Conduits & Raceways	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Lighting Switches, Conduit and Wiring	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Lighting Switches, Conduit and Wiring	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Cable Trays	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Terminal Cabinets & Racks	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Outlet & Junction Boxes, Pull Boxes	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Wiring Devices	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Switches / Disconnects	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Overcurrent Protection	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Connections to Existing Generator	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power to Equipment	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power to Mechanical & Plumbing Equipment	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power to Misc. Equipment / Motors / Devices	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power to Building Lighting w/ Controls and Panels	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Power for Irrigation Controller (RFI#65)	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Conduit & Back Boxes Only:	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Voice / Data / CATV Systems	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Computer Network Cabling System	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Autonomous PA System	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Occupancy / Motion Sensor System	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Energy Management Systems / HVAC Controls	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No



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	Included
MFR - Per Specs	Included	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	



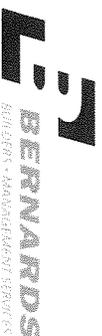
Bid Evaluation Report

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					
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included	
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included	



Bid Evaluation Report

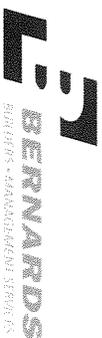
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
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	Included
Caulkings / Sealants	Included	Included	Included	Included	Included
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included	Included
Sound and Vibration control	Included	Included	Included	Included	Included
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included	Included
Backfill Trenches / Bedding	Included	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	Included
Seismic Bracing to Meet Code	Included	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
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

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
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

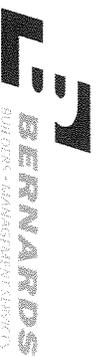
Demo & Earthwork

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	0	0
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	
Spec #: 31 2326 - Base Course	-----	Included	Included	Included		Included	Included	
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included		Included	Included	
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included		Included	Included	
Spec #: 32 1236 - Seal for Bituminous Surfacing	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	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	
AC Paving								
See Legend on C-002:	No Bid	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	
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	
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included		Included	Included	
Existing Parking Lot Rework, C-202	-----	Included	Included	Included		Included	Included	
Sawcut and removal of existing paving (C-102)	-----	Included	Included	Included		Included	Included	
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17.3.02.B	-----	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	
Redwood Header at Grass	-----	Included	Included	Included		Included	Included	
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included		Included	Included	
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	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	
Sandblast existing striping at existing lot per Demo sheet C-102	Included	8,790	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	-----	-----		-----	-----	



Asphalt Paving & Striping

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	B&M Contractors
	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving	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 per 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	Included		
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar		
Site Control Plan C-201	Included	Included	Included	Included	Included		
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included		
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included		
Pavers MFR-None listed	Included	Included	Included	Angelus	Included		
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included		
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	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		
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded		
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
Note 4 - Regrade & resurface the turf area	w/ Grading	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	Included		
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included		
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included		
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	Included		
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	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	Included		
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	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	w/ AC Paving		
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	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	w/ Steel & CIP		
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included		



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.			
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	1641	6/7/2017	
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included		7/27/2017	
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	Included			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

Job Number 1641

Bid Date 6/7/2017

Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Miracle Playgroup / Central Coast Playgrounds	Dave Bang Associates / Miracle Playgroup	SpectraTurf / Miracle Playgroup			
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 Playgroup 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



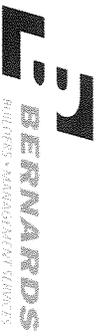
Playfield Equipment

Marshall Classroom Building

Subcontractors

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

Description	Subcontractors			Amount
	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	
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
Recommendation:	Amount			
SpectraTurf / Miracle Playground	100,262			



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number Bid Date	1641 6/7/2017
	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
Sawcut & remove AC paving & put back for access to mainline tap-in	5,000	5,000	5,000	5,000	5,000	5,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	3,000	3,000	3,000	3,000	3,000	3,000
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	Included	Included	Included	Included	Included	Included
Landscaping inside the CIP Planters - L-2	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
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

Subcontractors

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	
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	
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	3,584	3,584	3,584	3,584	
Traffic Control	Included	Included	Included	Included	Included	
Temp Asphalt Trench Plates	Included	2,048	2,048	2,048	2,048	
Excavation Spoils Stockpile	Included	Included	Included	Included	Included	
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	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

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: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 012 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project (Penanhoat/CFW)

Change Order No. 012 addresses miscellaneous modifications to the Marshall New Classroom Building Project that are either necessary adjustments to the construction documents or items requested by the Engineer and the DSA Inspector of Record. COR 2R2 allows for modified mechanical diffusers to fit in the available above-ceiling space. COR No. 242 is a framing improvement. COR No. 252 provides for disabled accessibility compliance at an existing sidewalk area. Change Order No. 012 provides for the Board's ratification of the following four (4) COR's:

- COR No. 2R2 - Install 1-inch Lined Ceiling Cans at 2nd Floor
- COR No. 242 – Framing over Exposed HD Bolt Heads
- COR No. 243 – Braces at RR & Locker Room
- COR No. 252 - Replace Sidewalk West of Parking Lot

FISCAL IMPACT:

Twenty Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$20,268.00) to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 six-month update.

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. 012 for Master Agreement #17-117 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 012 \(2 Pages\)](#)
[COR 2R2 - Install 1 Inch Lined Ceiling Cans at 2nd Floor \(5 Pages\)](#)
[COR 242 - Framing over Exposed HD Bolt Heads \(9 Pages\)](#)
[COR 243 - Braces at RR Locker Rooms \(6 Pages\)](#)
[COR 252 - Replace Sidewalk West of Parking Lot \(12 Pages\)](#)
[Construction Services Agreement #17-117 - Bernards \(115 Pages\)](#)



CHANGE ORDER

Date: 10/23/2019

CHANGE ORDER NO. 012

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 (1-11).....	\$...372,311.00
ADJUSTED CONTRACT SUM.....	\$9,366,547.00
NET CHANGE -	\$ 20,268.00

Total Change Orders to Date: 012.....\$ 392,579.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 012... \$9,386,815.00

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:Zero Days
 Adjusted Completion Date:October 31, 2018

Percentage(4.36%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR 2R2- Install 1-inch Lined Ceiling Cans at 2 nd Floor			\$8,725.00	
2.	COR 242 – Framing over Exposed HD Bolt Heads			\$2,175.00	
3.	COR 243 – Braces at RR & Locker Rooms				\$2,012.00
4.	COR No. 252- Replace Sidewalk West of Parking Lot				\$7,356.00
5.					
	Totals			\$10,900.00	\$9,368.00

Total Change Order No. 012.....\$20,268.00

**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

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

COR No. 2 R0

Date: 1/25/2018

DESCRIPTION OF WORK

Per RFI 110 - Install (24) 1" Lined Ceiling cans @ 2nd floor Classrooms due to not enough attic space to install full radius flex duct to the registers.

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Per RFI 110 - Install (24) 1" Lined Ceiling cans @ 2nd floor	Sheldon Mechanical Corp	8,725
	Subtotal:	8,725
Total Change Order Request Amount:		8,725

APPROVAL

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

Oxnard School District

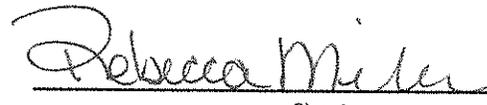
Bernards Bros. Inc.



 Signature
Jose Arche, CSDA

 Printed Name & Title
08-21-19

 Date



 Signature
Rebecca Miller, Project Manager

 Printed Name & Title
4/25/18

 Date



10 B360 0005 547

SHELDON MECHANICAL

C O R P O R A T I O N

January 17, 2017

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Ms. Rebecca Miller

Subject: Marshall Elementary Classroom Building
SMC COR #2 RFI #110 Air Distribution Ceiling Cans

Dear Rebecca,

Attached is our itemized cost to furnish and install (24) 1" Lined Ceiling Cans for the 2nd Floor Classrooms due to not enough attic space to install a full radius flex duct to the registers per RFI #110.

Cost for SMC COR #2 is \$8,725.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 - C20. C38

Data	Sheldon 3/19/04
Job	June - July 2017
Bid	SMC COR #2

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
01/13/1	548
1	
TIME	
04:32 PM	

Phone: 661-286-1361

FAX: 661-287-9081

	Description	Ref	Ref Amount	Op	Rate	Amount
1	MATERIAL:					
2	DFI Invoice					4,215.00
3	SUBTOTAL					4,215.00
4						
5	SALES TAX:					
6	Material Total	Line 3	4,215.00	%	9.50	400.43
7	SUBTOTAL					400.43
8						
9	DIRECT FIELD LABOR:					
10	Instalf 24 Ceiling					
11	Cans					
12	Foreman	Calc	12.00	*	116.10	1,393.20
13	Journeyman	Calc	12.00	*	96.85	1,162.20
14	SUBTOTAL					2,555.40
15						
16	DIRECT JOB EXPENSES:					
17	Detailing	Calc	1.00	*	116.10	116.10
18	Freight	Calc	4.00	*	75.00	300.00
19	SUBTOTAL					416.10
20						
21	JOB SUBTOTAL					7,586.93
22						
23	OVERHEAD MARKUP:					
24	Flat Rate Markup	Line 21	7,586.93	%	15.00	1,138.04
25	Material	Line 3	4,215.00	%		
26	Major Quotations	Line 4	0.00	%		
27	Sales Tax	Line 7	400.43	%		
28	Direct Field Labor	Line 14	2,555.40	%		
29	Direct Shop Labor	Line 14	2,555.40	%		
30	Specialized Labor	Line 14	2,555.40	%		
31	Indirect Labor	Line 14	2,555.40	%		
32	Non-Productive Lbr.	Line 18	300.00	%		
33	Direct Job Expenses	Line 19	416.10	%		
34	Sub Contracts	Line 19	416.10	%		
35	JOB TOTAL					8,724.97



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 110

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

Date: 01-15-18

Discipline: Mechanical

Subject: Air Distribution Ceiling Cans

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Due to limited attic space in the 1st floor between grid lines 14 and 20, C and F and all of 2nd floor, side entry ceiling cans with 1" liner will be required. Per the attached snapshot in the BIM Model a full radius can not be achieved to the register. Is this acceptable?

ANSWER

Response:

Acceptable

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
City Commercial Plumbing Inc	Bob zio	1/15/2018
Sheldon Mechanical	Dillon Boute	1/15/2018
Taft Electric Co	Matt Gobuty	1/15/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number: 7

Submitted By: Dillion Boute - Sheldon Mechanical Corp



CHANGE ORDER REQUEST

COR No. 242 R0

Date: 9/26/2019

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

DESCRIPTION OF WORK

Cover Hold Down And Reframe Door Opening

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to cover hold down bolts and reframe second story door opening.	Abdellatif Enterprises Inc	2,005
Reason: Directed in RFI 392		
Requested By: CSDA Design Group		
Ref: RFI 392		
		Subtotal: 2,005
Contractual Costs		
Fee		104
Sub Default Insurance		24
CCIP		25
Bond		17
		Subtotal: 170
Total Change Order Request Amount:		2,175

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

Jose Arche, CSDA

Printed Name & Title

Printed Name & Title

01-02-19

Date

Date



Change Order #

12

DATE: June 27, 2019

PROJECT: Marshall Elementary School

Cost associated with RFI #392- Cover hold down bolts and re-do door opening at second floor

Description	Qty	Unit	Unit Price	Extension
3x6x16	4		\$ 32.40	\$ 129.60
SDS 1/2:x5	1	box	\$ 65.00	\$ 65.00
2x6x8	2		\$ 6.36	\$ 12.72
Material Subtotal				\$ 207.32
Material Sales Tax			7.75%	\$ 16.07
Material Total				\$ 223.39
Labor	16	hours	\$ 95.00	\$ 1,520.00
Subtotal				\$ 1,743.39
Profit & Overhead			15%	\$ 261.51
Change Order Total				\$ 2,004.90



DAILY TIME AND MATERIAL RECORD

School Name: Thurgood Marshall
Project Name: _____
Project Description: ELEMENTARY School
Issued To: _____

Report No.: _____
Date Performed: 3/8/19
Date of Report: 03/08/19
CD No.: _____

Description of Added Scope of Work: FIRST FLOOR, COVER HOLD DOWN BOLTS
SECOND FLOOR, REDD DOOR OPENING.

No Cost Change Cost Change Costs Associated With Ref # _____

Labor Description:
Cover hold down bolts on South side of building
on First Floor.
Redd door opening and install door frame on
Second Floor.

TWO Journeyman, ELADIO Rodriguez, Pablo Rodriguez
TOTAL HRS, 16

Material Description:
4pc 3x6 of 16' long, 110 pc of SDS of 5 1/2" long
2pc of 2x6 of 8' long. **RFI 392**

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: WVE
Signature: [Signature]
Print Name: _____
Date: 03-15-19

Approval Issued By: _____ Signature & Title Name (Printed) Date



HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Address: 26072 Merit Circle, Suite 103
Laguna Hills, CA 92653
Telephone: (949) 215-4790

Trade: Carpenter
Local Union No.: 409
Classification: Journeyman
Effective Date: 07/01/19 to

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$43.33	\$65.00	\$21.67	\$86.66	\$43.33
2.) F.I.C.A	0.077	\$3.85	\$5.51	\$1.66	\$7.17	\$3.31
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.17	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.12	\$4.46	\$1.34	\$5.81	\$2.69
5.) Health & Welfare Fund		\$7.75	\$7.75	\$0.00	\$7.75	\$0.00
6.) Pension Fund		\$5.16	\$5.16	\$0.00	\$5.16	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$2.02	\$2.02	\$0.00	\$2.02	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.90	\$5.90	\$0.00	\$5.90	\$0.00
12.) Public Liability (Bodily Injury)		\$2.50	\$3.75	\$1.25	\$5.90	\$3.40
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$2.51	\$3.77	\$0.00	\$5.02	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.06	\$1.06	\$0.00	\$1.06	\$0.00
BASE CHARGES PER HOUR:		\$82.61	\$109.95	\$26.09	\$138.19	\$53.08
15.) Overhead & Profit		\$12.39	\$16.49		\$20.73	
TOTAL CHARGES PER HOUR:		\$95.00	\$126.44	\$26.09	\$158.92	\$53.08



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 392

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

Date: 03-05-19

Discipline: Architectural

Subject: Exposed Holdown Through Bolts and Nuts

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-211		
A-212		

QUESTION

- 1) Exterior Holdowns - Please see page 2 and verify locations and heights of 3x6 cover.
- 2) Interior Holdowns (ALL LOCATIONS) - Please confirm a 2x4, 2x6 or 3x can be used to cover exposed HD nuts and bolts.
- 3) Holdown in room 103 closet, please confirm a 2x6 wall is to be furred at this location. See picture on page 3.

SUGGESTION

- 1) Please review, modify or verify 3x6 cover location and heights
- 2) Please confirm
- 3) Please confirm

ANSWER

- 1. 3x6 plant on w/plaster finish over, location accepted.
- 2. Corner stud is accepted
- 3. 2x6 furred wall is accepted.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
---------	---------	-----------



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 392

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

Date: 03-05-19

Discipline: Architectural

Subject: Exposed Holdown Through Bolts and Nuts

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards

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

Job No. 1641.

2 of 2

REQUEST FOR INFORMATION

Report Date: 3/9/2019

556



REQUEST FOR INFORMATION

RFI No.: 392

To: Jose Arche
 Company: CSDA Design Group
 Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Exposed Holdown Through Bolts and Nuts

Date: 03-05-19
 Discipline: Architectural

Response Requested By: 03-12-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A-211		
A-212		

QUESTION

- 1) Exterior Holdowns - Please see page 2 and verify locations and heights of 3x6 cover.
- 2) Interior Holdowns (ALL LOCATIONS) - Please confirm a 2x4, 2x6 or 3x can be used to cover exposed HD nuts and bolts.
- 3) Holdown in room 103 closet, please confirm a 2x6 wall is to be furred at this location. See picture on page 3.

SUGGESTION

- 1) Please review, modify or verify 3x6 cover location and heights
- 2) Please confirm
- 3) Please confirm

ANSWER

1. 3x6 plant on w/ plaster finish over, location accepted
2. corner stud is accepted
3. 2x6 furred wall is accepted

CSDA, ja

Response Provided By:

Name

Company

jose arche, CSDA

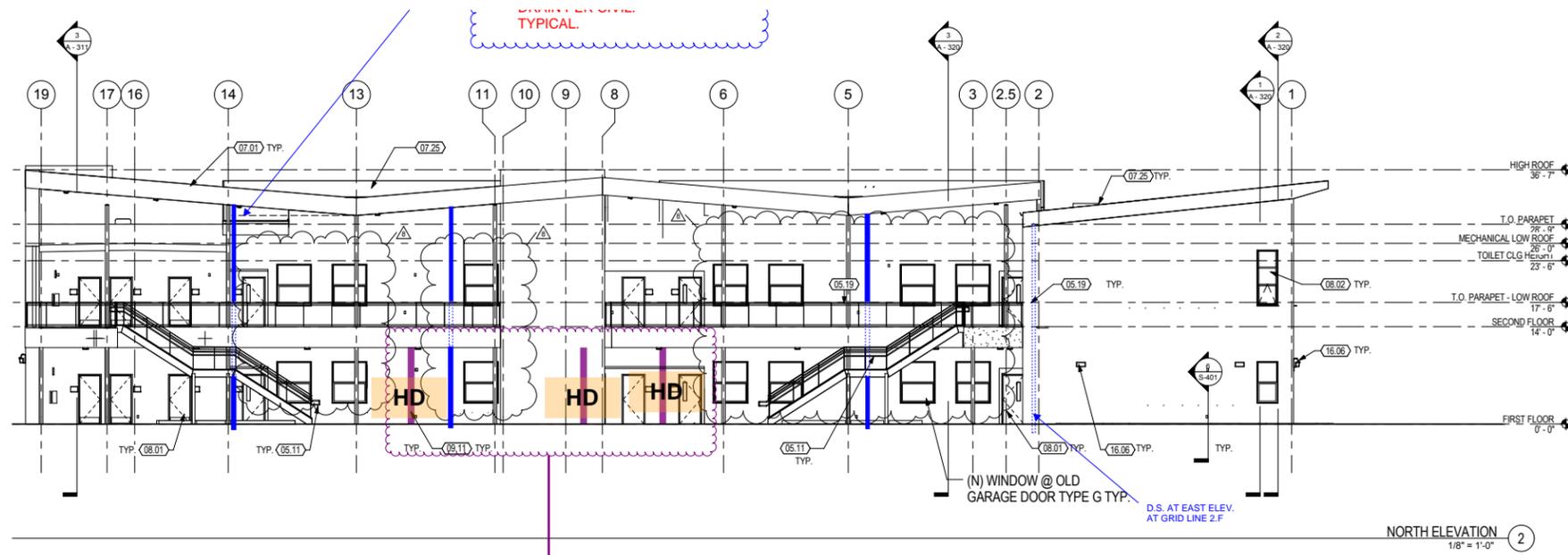
Date

03-8-19

Question Initiated By: Mitch Michaelis - Bernards

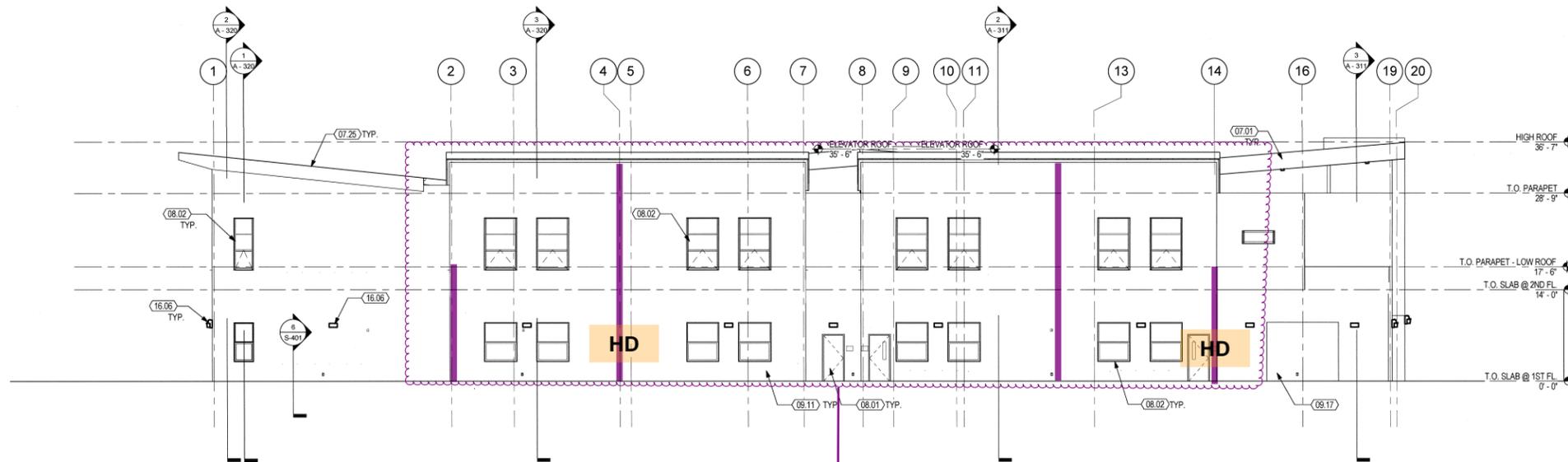
Submitted By: Mitch Michaelis - Bernards

557



Place a 3x6 stud over holddown components and run from bottom of plywood to underside of balcony soffit

yes, CSDA
03-8-19



Place a 3x6 stud over holddown components. Please verify heights and matching locations (locations where no HD is called for)

yes, CSDA
03-8-19

SOUTH ELEVATION 2
1/8" = 1'-0"



furred wall

2X plant on



CHANGE ORDER REQUEST

COR No. 243 R0

Date: 9/26/2019

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

DESCRIPTION OF WORK

Add Braces AT Bathrooms And Locker Rooms

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to add braces at bathrooms and locker romms.	Abdellatif Enterprises Inc	1,863
Reason: Directed by answer from SEOR in Inspector Inquiry 68.		
Requested By: SEOR		
Ref: II 68		
	Subtotal:	1,863
Contractual Costs		
Fee		96
Sub Default Insurance		22
CCIP		24
Bond		16
	Subtotal:	158
Total Change Order Request Amount:		2,021

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
 Jose Arche, CSDA

 Printed Name & Title
 10-02-19

 Date

 Signature

 Printed Name & Title

 Date



Change Order #

21

DATE: June 27, 2019

PROJECT: Marshall Elementary School

Inspector Inquiry #68- Add braces at bathrooms and locker rooms at 1st and 2nd floor

Description	Qty	Unit	Unit Price	Extension
2x4x10	10			\$ 53.00
2x12x12	1		\$ 26.16	\$ 26.16
A35	50		\$ 0.27	\$ 13.50
Material Subtotal				\$ 92.66
Material Sales Tax			7.75%	\$ 7.18
Material Total				\$ 99.84
Labor	16	Hours	\$ 95.00	\$ 1,520.00
Subtotal				\$ 1,619.84
Profit & Overhead			15%	\$ 242.98
Change Order Total				\$ 1,862.82



DAILY TIME AND MATERIAL RECORD

School Name:
Project Name: MARSHALL ELEMENTARY SCHOOL
Project Description: School
Issued To: BERNARDS

Report No.:
Date Performed: 5/14/19
Date of Report:
CD No.:

Description of Added Scope of Work: inspecto inquiry # 68
add braces at bath rooms and locker rooms 1st floor
and 2nd floor.

No Cost Change Cost Change Costs Associated With Ref # Inspector I # 68

Labor Description:
Ortiz Ramirez - 8 hrs
Jose Santos - 8 hrs.

Material Description:
10-2x4-10'
1-2x12-12'
50-A35

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: WVE
Signature: [Signature]
Print Name:
Date: 05-17-19

Approval Issued By: Signature & Title Name (Printed) Date



HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Address: 26072 Merit Circle, Suite 103
Laguna Hills, CA 92653
Telephone: (949) 215-4790

Trade: Carpenter
Local Union No.: 409
Classification: Journeyman
Effective Date: 07/01/19 to

Item	A	B	C	D=C-B	E	F=E-B
	%	(\$) Straight Time	(\$) Overtime [1 1/2x]	(\$) Premium Cost	(\$) Overtime [2x]	(\$) Premium Cost
1.) Base Rate		\$43.33	\$65.00	\$21.67	\$86.66	\$43.33
2.) F.I.C.A	0.077	\$3.85	\$5.51	\$1.66	\$7.17	\$3.31
3.) Federal Unemployment Tax	0.008	\$0.40	\$0.58	\$0.17	\$0.75	\$0.35
4.) State Unemployment Tax	0.062	\$3.12	\$4.46	\$1.34	\$5.81	\$2.69
5.) Health & Welfare Fund		\$7.75	\$7.75	\$0.00	\$7.75	\$0.00
6.) Pension Fund		\$5.16	\$5.16	\$0.00	\$5.16	\$0.00
7.) Vacation Fund		\$5.00	\$5.00	\$0.00	\$5.00	\$0.00
8.) Annuity Fund		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.) Association Dues		\$2.02	\$2.02	\$0.00	\$2.02	\$0.00
10.) Paid Holidays		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.) Worker's Compensation		\$5.90	\$5.90	\$0.00	\$5.90	\$0.00
12.) Public Liability (Bodily Injury)		\$2.50	\$3.75	\$1.25	\$5.90	\$3.40
13.) Property Damage Insurance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14.) Safety		\$2.51	\$3.77	\$0.00	\$5.02	\$0.00
15.) Other: Joint Apprenticeship / Training		\$1.06	\$1.06	\$0.00	\$1.06	\$0.00
BASE CHARGES PER HOUR:		\$82.61	\$109.95	\$26.09	\$138.19	\$53.08
15.) Overhead & Profit		\$12.39	\$16.49		\$20.73	
TOTAL CHARGES PER HOUR:		\$95.00	\$126.44	\$26.09	\$158.92	\$53.08

Thurgood Marshall ES
New Classroom building
A03-116806

Inspector Inquiry

To (Company Name)	CSDA Design Group	Attention	Jose Arche
From	Mike Rosenberg		, Project Inspector
Date	3/21/19	Number	068
School Name	Thurgood Marshall ES	DSA Appl. #	A03-116806
Project Description	New Classroom Building		
Drawing Sheet #	S-700 detail 9	Specification Section	Page

Question

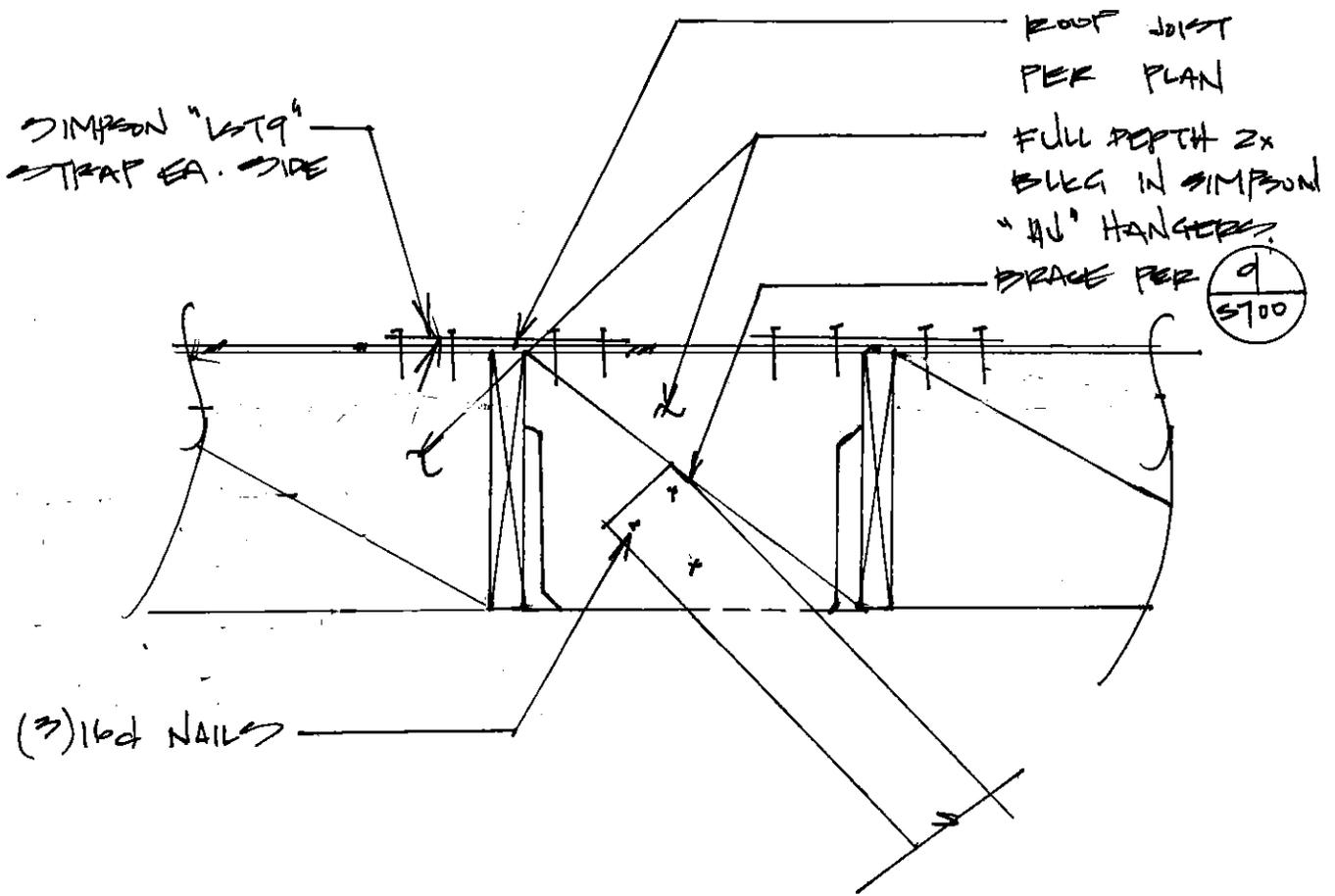
For the transverse bracing at 8'0" o.c. per detail 9, 15 & 16 at Exterior canopy, balcony soffit and all ceilings, please provide detail for upper connection of this brace when roof joists are perpendicular to this brace.

Response

NC Response:

Please refer to attachment.

By: DY/NC 03/22/2019



BRACKES PERPENDICULAR TO JOIST



CHANGE ORDER REQUEST

COR No. 252 R0

Date: 9/30/2019

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

DESCRIPTION OF WORK

Replace Flatwork Of West Parking Lot

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
Cost to replace sidewalk west of parking lot.	B&M Contractors Inc	6,780
Reason: Directed in RFI 325		
Requested By: CSDA Dersign Group		
Ref: RFI 325	scope work added do to no survey was done to the area. CSDA, ja	
	Subtotal:	6,780
Contractual Costs		
Fee		350
Sub Default Insurance		81
CCIP		86
Bond		59
	Subtotal:	576
Total Change Order Request Amount:		7,356

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
 jose arche, CSDA

 Printed Name & Title
 10-01-2019

 Date

 Signature

 Printed Name & Title

 Date



Date
7/11/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
8

Description of New Work Requested	Quantity	Rate	Amount
Job address - Marshall			
Additional work requested:			
Description: Per RFI #325, demo and replace a portion of the concrete sidewalk of the west parking lot as per sketch on RFI #325, existing grade/base to remain. Form back of walkway, provide and place with #4 at 18" OCEW, pour 6" natural grey broom finish concrete over existing subgrade, provide broom finish to match adjacent paving			
Foreman - Supervise/Layout - 8 hrs.	8	85.00	680.00
DEMO:			
Equipment Move In and Off	2	150.00	300.00
Bobcat w/ breaker - 8 hrs.	8	90.00	720.00
Operator - 8 hrs.	8	81.55	652.40
Mason - Demo, Prep - 8 hrs.	8	65.04	520.32
10 yard dumpster	1	500.00	500.00
Form lumber - 60 lin. ft.	60	4.00	240.00
Mason - Setup, form, & rebar - 8 hrs.	8	65.04	520.32
Concrete - 7 yards	7	110.00	770.00
AB-219	1	200.00	200.00
Rebar - 340 lbs.	340	0.80	272.00
Mason - Pour, Finish, Clean - 8 hrs.	8	65.04	520.32
Subtotal			5,895.36
Office & administration		15.00%	884.30
Total			\$6,779.66

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Laborer - Group 1
Date: 3/22/2018 **Classification:** Journeyman
Project: Marshall ES
Rate Effective Through: July 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 33.19	\$ 49.79	\$ 66.38
Vacation & Holiday Accrual	\$ 4.59	\$ 4.59	\$ 4.59
Hourly Taxable Wage Costs Subtotal	\$ 37.78	\$ 54.38	\$ 70.97
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.06	\$ 3.09	\$ 4.12
Medicare	\$ 0.48	\$ 0.72	\$ 0.96
FUI	\$ 0.20	\$ 0.30	\$ 0.40
SUI	\$ 1.13	\$ 1.69	\$ 2.26
Workers Compensation Insurance	\$ 3.60	\$ 5.40	\$ 7.20
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 7.47	\$ 11.20	\$ 14.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.06	\$ 7.06	\$ 7.06
Pension & Retirement (or equivalent)	\$ 7.53	\$ 7.53	\$ 7.53
Training (or equivalent)	\$ 0.69	\$ 0.69	\$ 0.69
Other	\$ 0.67	\$ 0.67	\$ 0.67
Hourly Benefits Subtotal	\$ 15.95	\$ 15.95	\$ 15.95
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 61.20	\$ 81.53	\$ 101.86

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Operator Group 3
Date: 3/22/2018 **Classification:** Journeyman
Project: Marshall ES
Rate Effective Through: July 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.07	\$ 67.61	\$ 90.14
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 48.62	\$ 71.16	\$ 93.69
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.79	\$ 4.19	\$ 5.59
Medicare	\$ 0.65	\$ 0.98	\$ 1.31
FUI	\$ 0.27	\$ 0.41	\$ 0.54
SUI	\$ 1.53	\$ 2.30	\$ 3.06
Workers Compensation Insurance	\$ 4.89	\$ 7.34	\$ 9.78
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.14	\$ 15.21	\$ 20.28
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.95	\$ 9.95	\$ 9.95
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
Other	\$ 0.39	\$ 0.39	\$ 0.39
Hourly Benefits Subtotal	\$ 22.79	\$ 22.79	\$ 22.79
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 81.55</u>	<u>\$ 109.16</u>	<u>\$ 136.76</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Operator - Group 4
Date: 3/22/2018 **Classification:** Journeyman
Project: Marshall ES
Rate Effective Through: July 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 46.56	\$ 69.84	\$ 93.12
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 50.11	\$ 73.39	\$ 96.67
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.89	\$ 4.33	\$ 5.77
Medicare	\$ 0.68	\$ 1.01	\$ 1.35
FUI	\$ 0.06	\$ 0.08	\$ 0.11
SUI	\$ 0.41	\$ 0.61	\$ 0.82
Workers Compensation Insurance	\$ 5.05	\$ 7.58	\$ 10.10
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 9.08	\$ 13.62	\$ 18.16
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
Other	\$ 0.39	\$ 0.39	\$ 0.39
Hourly Benefits Subtotal	\$ 22.49	\$ 22.49	\$ 22.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 81.68	\$ 109.50	\$ 137.32

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Operator - Group 8
Date: 3/22/2018 **Classification:** Journeyman
Project: Marshall ES
Rate Effective Through: July 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 46.89	\$ 70.34	\$ 93.78
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 50.44	\$ 73.89	\$ 97.33
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.91	\$ 4.36	\$ 5.81
Medicare	\$ 0.68	\$ 1.02	\$ 1.36
FUI	\$ 0.06	\$ 0.08	\$ 0.11
SUI	\$ 0.41	\$ 0.62	\$ 0.83
Workers Compensation Insurance	\$ 5.09	\$ 7.63	\$ 10.18
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 9.14	\$ 13.72	\$ 18.29
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.45	\$ 11.45	\$ 11.45
Pension & Retirement (or equivalent)	\$ 9.65	\$ 9.65	\$ 9.65
Training (or equivalent)	\$ 1.00	\$ 1.00	\$ 1.00
Other	\$ 0.39	\$ 0.39	\$ 0.39
Hourly Benefits Subtotal	\$ 22.49	\$ 22.49	\$ 22.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 82.07	\$ 110.10	\$ 138.11

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--|---|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|--|---|



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 3/22/2018 **Classification:** Journeyman
Project: Marshall ES
Rate Effective Through: July 1, 2018 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 33.30	\$ 49.95	\$ 66.60
Vacation & Holiday Accrual	\$ 4.50	\$ 4.50	\$ 4.50
Hourly Taxable Wage Costs Subtotal	\$ 37.80	\$ 54.45	\$ 71.10
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.06	\$ 3.10	\$ 4.13
Medicare	\$ 0.48	\$ 0.72	\$ 0.97
FUI	\$ 0.20	\$ 0.30	\$ 0.40
SUI	\$ 1.13	\$ 1.70	\$ 2.26
Workers Compensation Insurance	\$ 3.61	\$ 5.42	\$ 7.23
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 7.49	\$ 11.24	\$ 14.99
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 7.77	\$ 7.77	\$ 7.77
Pension & Retirement (or equivalent)	\$ 8.24	\$ 8.24	\$ 8.24
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.84	\$ 2.84	\$ 2.84
Hourly Benefits Subtotal	\$ 19.49	\$ 19.49	\$ 19.49
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 64.78	\$ 85.18	\$ 105.58

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 325

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

Date: 11-18-18

Discipline: Civil

Subject: Parking lot ADA Access changes per Inspector Inquiry 36

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C-202		
C-305		

QUESTION

Based on new C sheets provided as a part of Inspection Inquiry#036 Response on 11/09/2018, Please clarify the following items below:

1. Plans calls out for Gravity wall per Note#14. Please confirm if Gravity wall is required (See attachment for Existing condition).
2. Note#16 - Truncated Domes, Do we remove the existing Truncated Domes and provide new ones? Do we reuse existing in present location? Do we protect in place?
3. Are we to remove and replace roughly 60' X 8'6" of sidewalk?
4. Does Curb remain?

ANSWER

Response:

Replace portion of the concrete sidewalk of the west parking lot as per sketch attached

New 6" thick side walk over existing compacted sub-grade.

cross slope max of 2% for the sidewalk

Responded by Jose Arche/CSDA on 12/18/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/19/2018



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 325

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

Date: 11-18-18

Discipline: Civil

**Subject: Parking lot ADA Access changes per Inspector
Inquiry 36**

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Rebecca Miller - Bernards

Submitted By: William Van Zee - Bernards

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

Job No. 1641.

2 of 2

REQUEST FOR INFORMATION

Report Date: 12/19/2018

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REQUEST FOR INFORMATION

RFI No.: 325

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11-12-18
Discipline: Civil

Subject: Parking lot ADA Access changes per
Inspector Inquiry 36

Response Requested By: 11-23-2018

DRAWINGS & SPECIFICATION REFERENCES

Table with 3 columns: Drawing Sheet / Specification, Detail / Sub Section, Comments. Rows include C-202 and C-305.

QUESTION

Based on new C sheets provided as a part of Inspection Inquiry#036 Response on 11/09/2018, Please clarify the following items below:

- 1. Plans calls out for Gravity wall per Note#14. Please confirm if Gravity wall is required (See attachment for Existing condition).
2. Note#16- Truncated Domes, Do we remove the existing Truncated Domes and provide new ones? Do we reuse existing in present location? Do we protect in place?
3. Are we to remove and replace roughly 60' X 8'6" of sidewalk?
4. Does Curb remain?

ANSWER

Replace portion of the concrete sidewalk of the west parking lot as per sketch attached.
New 6" thick side walk over existing compacted sub-grade.
cross slope max of 2% for the sidewalk.

CSDA, ja

Response Provided By: [Signature] Jose Arche CSDA 12-18-18
Name Company Date

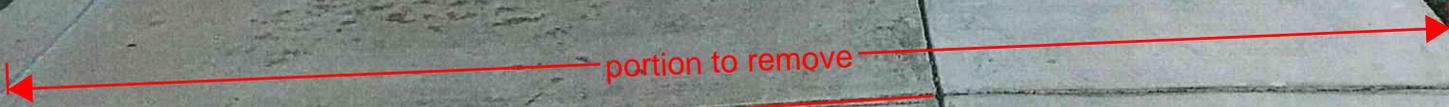
Question Initiated By: Rebecca Miller - Bernards

Submitted By: William Van Zee - Bernards

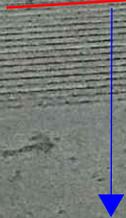
576

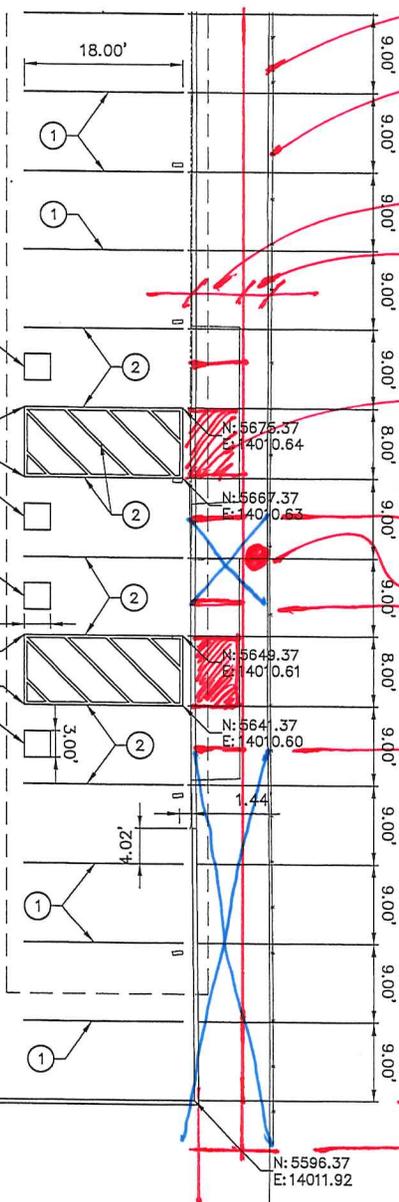
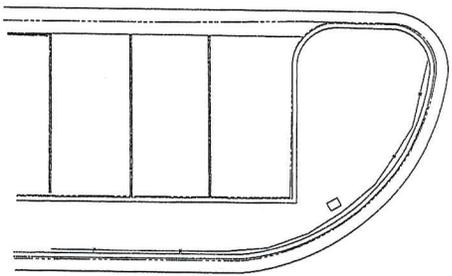
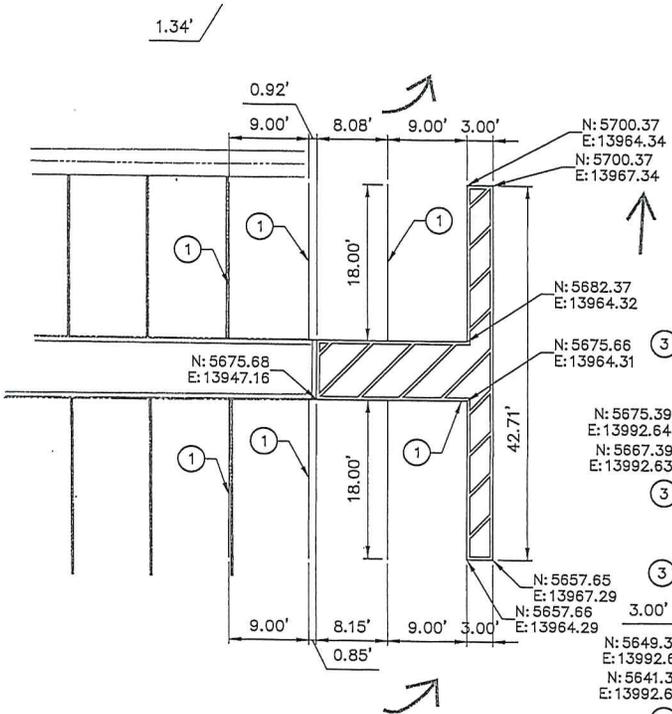


portion to be remove



portion to remove





(E) EDGE OF CONC.

(E) C.L.F.

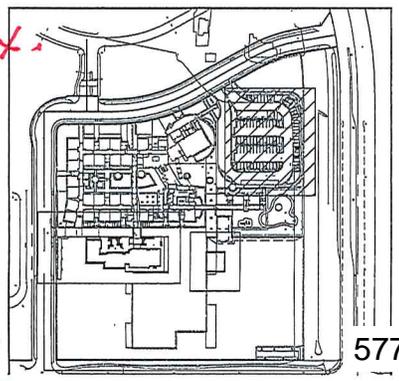
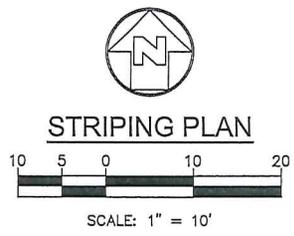
5'-0"
4'-0" +/-

(E) TRUNCATED DOME, TYP. TO REMAIN W/ RAMP.

(E) CONC. BASE FOR A BONDED LIGHT POLE TO REMAIN.

REMOVE CONC. SIDEWALK TO EDGE OF SLAB.
PROVIDE NEW 6" CONC. SIDEWALK 0' (E) SUB-GRADE TO MEET (E) T.O.C. (E/C-702) W/A 2% MAX. SLOPE

X AREA OF WORK, SIDEWALK REMOVAL



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12-18-18

RF1325 C-204

#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

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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

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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.

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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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

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

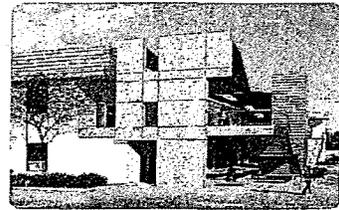
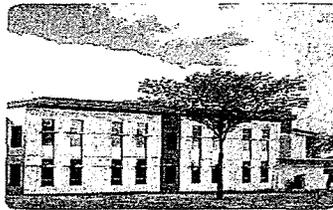
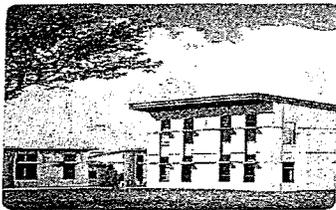
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EXHIBIT A

Scope of Work (Plans & Specifications)

Marshall New Classroom Building



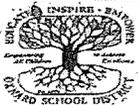
100% Construction Documents Package

Oxnard School District

October 4, 2016

*LFEB. 17. 2017
DFA 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

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EXHIBIT A, continued

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

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EXHIBIT A, continued

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- 12 3553 Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 (Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

DIVISION 15 – 20 (Not Used)

DIVISION 21 - FIRE SUPPRESSION

- 21 1000 Fire Protection

DIVISION 22 – PLUMBING



- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

DIVISION 24 – 25 (Not Used)



DIVISION 26 - ELECTRICAL

- 26 0126 Inspection Test and Acceptance

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MARSHALL NEW CLASSROOM BUILDING

EXHIBIT A, continued

26 0500	Common Work Results for Electrical
26 0513	Basic Electrical Materials and Methods
26 0519	Low-Voltage Wires (600 Volt AC)
26 0526	Grounding and Bonding
26 0533	Raceways and Boxes Fitting and Supports
26 0586	Motors and Drives
26 0800	Electrical Systems Commissioning
26 0923	Lighting Control Systems
26 1000	Service Entrance
26 2200	Low-Voltage Transformers
26 2413	Switchboards1000
26 2416	Panelboards and Signal Terminal Cabinets
26 2419	Motor Control Devices
26 5000	Lighting
26 5200	Emergency Power Systems

DIVISION 27 - COMMUNICATIONS

27 0126	Test and Acceptance Requirements for Structured Cabling
27 1013	Structured Cabling
27 4113	Classroom Sound Enhancement System
27 5116	Public Address and Intercommunication Systems
27 5313	Clock and Program Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 1600	Intrusion Detection System
28 3100	Fire Detection and Alarm System

DIVISION 29 – 30 (Not Used)

DIVISION 31 – EARTHWORK

31 1000	Site Clearing
31 2200	Grading
31 2316	Excavation and Fill Paving
31 2319	Excavation and Fill Structures
31 2323	Excavation and Fill Utilities
31 2326	Base Course

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MARSHALL NEW CLASSROOM BUILDING

#17-117

EXHIBIT A, continued

DIVISION 32 – EXTERIOR IMPROVEMENTS



- 32 0117 Pavement Repair
- 32 1216 Asphalt Paving
- 32 1236 Seal for Bituminous Surfacing
- 32 1313 Site Concrete Work

DIVISION 33 – SITE IMPROVEMENTS

- 33 1100 Site Water Distribution Utilities
- 33 3000 Site Sanitary Sewer Utilities
- 33 4000 Storm Drainage Utilities



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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

	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	
01- GENERAL G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6 03-CIVIL C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22 04- LANDSCAPE L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4 05- STRUCTURAL S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-800E WALL ELEVATION AND DETAILS S-800F WALL ELEVATION AND DETAILS S-700 FRAMING DETAILS S-700A ELEVATOR DETAILS S-700B STAIR PLANS & DETAILS 19	06- ARCHITECTURAL A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN A-131 ROOF PLAN A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS A-500 ROOF DETAILS A-501 ROOF DETAILS A-510 EXTERIOR ENVELOPE DETAILS A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS A-630 INTERIOR DETAILS A-631 INTERIOR DETAILS A-635 TOILET DETAILS A-640 CEILING DETAILS A-650 SIGNAGE DETAILS A-660 STAIR DETAILS A-661 ELEVATOR DETAILS A-670 CASEWORK DETAILS A-610 DOOR SCHEDULE A-612 FINISH SCHEDULE A-620 WALL TYPES 27	E-041 PANEL SCHEDULES E-050 ELECTRICAL DETAILS E-090 SIGNAL SYSTEM RISER DIAGRAMS E-101 SITE PLAN - ELECTRICAL E-102 ENLARGED SITE PLAN - ELECTRICAL E-201 FIRST FLOOR PLAN - LIGHTING E-202 FIRST FLOOR PLAN - POWER E-203 FIRST FLOOR PLAN - SIGNAL E-204 FIRST FLOOR PLAN - FIRE ALARM E-301 SECOND FLOOR PLAN - LIGHTING E-302 SECOND FLOOR PLAN - POWER E-303 SECOND FLOOR PLAN - SIGNAL E-304 SECOND FLOOR PLAN - FIRE ALARM E-401 ROOF PLAN - ELECTRICAL 29 10- PLUMBING P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7 11- FIRE PROTECTION FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 5 Grand total: 140

EXHIBIT A, continued

19
Volume I total: 51

A - 001 WALL TYPES	
42	
08-MECHANICAL	
M-001	LEGENDS, NOTES, AND SCHEDULES
M-111	FIRST FLOOR PLAN
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	
09-ELECTRICAL	
E-001	SYMBOL LIST, ABBREVIATIONS & NOTES
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 1/2" 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

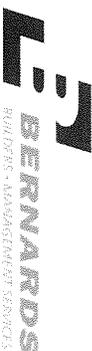
Marshall Classroom Building

Subcontractors

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

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution			
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	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Storm Water Compliance	1,200	520			
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included			
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	Subcontractors			
			Amount			
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	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

1641

Bid Date

6/7/2017

Date Printed

7/27/2017

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						
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	Santa Clarita Concrete	Barcelo Construction			
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/ toolod 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 Included	w/ Site Utilities Included					
Other Items:							
All Reinforcing Steel for your work	w/ Rebar Included	w/ Rebar Included					
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 & 19&20/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

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

Description	Subcontractors				ACSS		
	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.				
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	Orsogril	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

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
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/S-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						



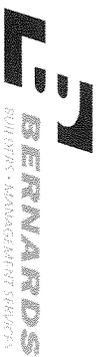
Bid Evaluation Report

Cabinets / Millwork

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.		
					Date Printed	7/27/2017
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

Description	Subcontractors				Patriot Contracting	Paul Wolff
	Systems WP	Proulx	Santa Barbara Surfacing	Letner		
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)		(10,500)		-----
TOTALS		63,636		70,846		69,996		76,346		89,036		0										0
Recommendation:	Amount																					
Systems WP	63,636																					



Bid Evaluation Report

Insulation

Job Number 1641
Bid Date 6/7/2017

Marshall Classroom Building
Subcontractors
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	Included	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	-----	-----	-----	-----	-----
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

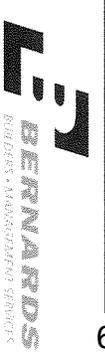
Marshall Classroom Building

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	Patriot Contracting	Valencia Sheet Metal	
Base Bid	See below	167,950	See below	See below	189,170	103,880		
Spec # : 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included		
Spec # : 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%		
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	90 days	60 days	60 days	60 days	30 days		
Prevailing Wage	Included	Included	Included	Included	Included	Included		
Pregualified 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		
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included		
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000		
Roof Plan A-131	Included	Included	-----	Included	Included	Included		
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included		
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included		
MFR - WR Grace, Jiffy-Seal or equal	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		
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included		
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included		
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included		
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included		
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included		
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included		
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included		
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included		
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included		
Flash at roof opening details 7/A-501, 20 ga cont cleat	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		
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included		
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included		
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included		
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	6,400	Included		
Roof to plaster conditions	Included	Included	-----	Included	Included	9,010		
Gutters & Downspouts - None Shown	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	Bid Date	Date Printed	Patriot Contracting	Valencia Sheet Metal
	R&J SM	Letner	Commercial Roofing	Merit Metal Products	Contracting					
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000	10,000	10,000	10,000	Included	Included	10,000
Connects to storm drains systems, not shown	Included	Included	-----	Included	Included	Included	Included	Included	Included	Included
Roof Drains are internal pipes by plumber	Included	Included	-----	Included	Included	Included	Included	Included	Included	Included
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A	N/A	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	N/A	N/A	N/A	N/A
Roof Hatch	7,122	Included	No Bid	Included	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	-----	Included	Included	Included	Included	Included	Included	Included
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included	Included	Included	Included	Included	Included	Included
Prefab Curb by MFR	Included	Included	-----	Included	Included	Included	Included	Included	Included	Included
Installed in Electrical Room 206	Included	Included	-----	Included	Included	Included	Included	Included	Included	Included
Metal Roofing	159,537	Included	202,181	84,000	Included	Included	Included	Included	Included	Included
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales	Included	Included	Included	Included	Included	Alt Prod: Metal Sales
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	Included	Included	Included	Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included	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	Not shown	Not shown	Not shown	Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Waste Disposal	3,400	3,400	3,400	3,400	3,400	3,400	3,400	Included	Included	3,400
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500	8,500	8,500	15,000	15,000	15,000	9,000
Wall Louvers										
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC	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	Metal Roof SM	Metal Roof SM	Metal Roof SM	Metal Roof SM	Alt Metal Roof SM
TOTALS	236,257	195,350	205,581	160,900	160,900	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					



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 7,000sf	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	Included 4,640	Included 4,640	Included 4,640	Included 4,640	Included 4,640	Included 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 4,250	Included 4,250	Included 4,250	Included 4,250	Included 4,250	Included 4,250			
Waste disposal	Included	Included	Included	Included	Included	Included			
Warranty to be 10-yr NDL Material & Labor warranty	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)			
ARC.9	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)			
ARC.17									
TOTALS	118,535	148,329	140,107	194,098	206,140	123,569			
Recommendation:	Amount								

Bid Evaluation Report



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



Bid Evaluation Report

Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	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		
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		
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	Estrada 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			Center Glass			Coast to Coast		
	Included	Excluded	Total	Included	Excluded	Total	Included	Excluded	Total
Base Bid	79,908		79,908	86,300		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			Included					
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	3,775		3,775			
Glazing	Included			Included					
Glass for Vision Lites & Windows	3,750		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	4,500		4,500			
Mock-Up	1,250		1,250	1,250		1,250			
ARC.1	24,998		24,998	25,000		25,000			
ARC.22	(4,094)		(4,094)	(4,000)		(4,000)			
TOTALS	114,087		114,087	116,825		116,825	0	0	0



Bid Evaluation Report

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



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Subcontractors

Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Job Number	1641
					Date Printed	7/27/2017
					Perlite Plastering	Pacific Interiors
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

Subcontractors

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
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	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	5,400
Drywall						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	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	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	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	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included

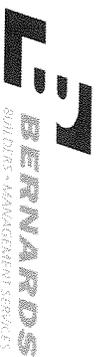


Bid Evaluation Report

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

Tile	Description	Subcontractors			Job Number	Bid Date	Date Printed
		Stonerock Tile	J. Colavin & Son	Silverado Tile			
	Base Bid	99,325	110,210	91,500			1641
	Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included		0	6/7/2017
	Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			7/27/2017
	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 Keystone 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/mortarset 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



Bid Evaluation Report

Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	Prime Acoustics	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	Included	Included	1641
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	7/27/2017	Included	Included	6/7/2017
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included		Included		
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	30 Days	30 Days	30 Days	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	
Acoustical Panel Ceilings									
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included		Included	Included	
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included		Included	Included	
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed		Included	CertainTeed	
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included		Included	Included	
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included		Included	Included	
ACT Details per A-540	Included	Included	Included	Included	Included		Included	Included	
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included		Included	Included	
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included		Included	Included	
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included		Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320		Included	Included	
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	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	Included	
Acoustical Wall Panels									
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400		Included	Included	34,660
AWP Type 1, Keynote 10.54					Included		Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included		Included		
Tackable Wall Panels					10,000		Included		
Finish Schedule A-612:					Included		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 (24,400)	
ARC:5						
TOTALS	79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:	Amount					
Prime Acoustics	48,320					



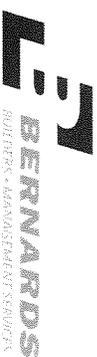
Bid Evaluation Report

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

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

Description	Subcontractors				Amount
	Ceiling Experts	Call-USA	Nelson Adams Naco	Tech-Wall	
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	
Color (not listed) provide per MFR standard color palette	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	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included	
Include all mounting hardware, concealed types, individually removable	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	
Interior elevations at classrooms A-220	Included	Included	Included	Included	
Tackboard Floor to Ceiling see 3/A-530	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	
Installed directly over drywall walls ARC.5	Included	Included	Included	Included	
TOTALS	160,600	107,030	35,736	34,660	0
			AWP Only	AWP Only	0
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			
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
				Prime Painting	Valley Painting	7/27/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500		
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

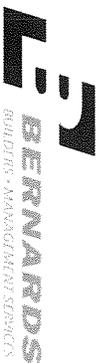


Building Specialties

Marshall Classroom Building

Div	Description	Amount	Recommended Subcontractor	Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
				Bids Received	
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.					
Base Bid	275,308		208,582					
Spec #: 101101	Included		Included					
Spec #:								
Furnished, Installed, FOB Jobsite, Tax 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
Recommendation:	Amount							
Nelson Adams Naco Inc.	148,359							



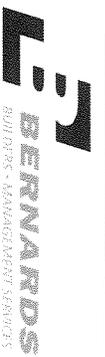
Bid Evaluation Report

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
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		7/27/2017
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-2111	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

Description	Subcontractors				Job Number	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included	1641	6/7/2017
Not Keynoted, but listed in Spec Section:	Included	Included	Included	Included		
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:	Amount					
YTI Enterprises	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					Shevard & Son & Sons	7/27/2017
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	90 Days	Included	90 Days	90 Days		
Prevailing Wage	Included	Included	Included	Included		
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Window Coverings	Included	Included	Included	Included		
MFR - Levelor, HD, Spring	Included	Included	Included	Included		
New Classroom Building	Included	Included	Included	Included		
All Windows Interior and Exterior	Included	Included	Included	Included		
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded		
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded		
Manual Operated at all windows	Included	Included	Included	Included		
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	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		
Fabric "AV Blackout shade my Mechoshade or equal	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 Bidg 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

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

Subcontractors

Description	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						
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

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		
	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	Included	Included	Included		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included	Included	Included	Included		
Sleeves as Required	Included	Included	Included	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included	Included	Included	Included		
Electric Bell	Included	Included	Included	Included	Included	Included		
Sound and Vibration Control	Included	10,000	10,000	Included	Included	Included		
Furnish Access Panels as Required	Included	Included	1,250	Included	Included	Included		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities	Included	Included	Included		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250	Included	Included	Included		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000	Included	Included	Included		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500	Included	Included	Included		
BIM Coordination	5,000	5,000	5,000	Included	Included	Included		
As-Builts and Record Documents	Included	Included	Included	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500	Included	Included	Included		
TOTALS	286,600	143,456	151,266	0	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	Suttles Plumbing	Job Number	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>1. Price 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	2,925	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



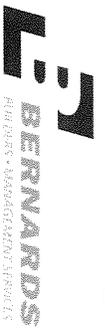
Bid Evaluation Report

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

Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.	Job Number
					1641
					Bid Date
					6/7/2017
					Date Printed
					7/27/2017
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 Curd, 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				J.R. Barto				Sheldon Mechanical				WR Robbins Co.			
	Included	w/ Plumbing	10,050		Included	w/ Plumbing	10,050		Included	w/ Plumbing	10,050		Included	w/ Plumbing	20,000	
Backdraft Dampers at Exhaust as Required	Included				Included				Included				Included			
Condensate Drain Piping - 1/M505		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			
Energy Management and Building Management Control Systems (DDC)	Included				Included				Included				Included			
<i>MFR - Aleton</i>	Included				Included				Included				Included			
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included				Included				Included				Included			
All Low Voltage Wiring for Own Systems	Included				Included				Included				Included			
All Duct Supports, Seismic Restraints, and Bracing as Required	Included				Included				Included				Included			
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included				Included				Included				Included			
All Piping and Duct Insulation as Required	Included				Included				Included				Included			
All Mechanical Piping as Shown on Plans	Included				Included				Included				Included			
Sound and Vibration Control	Included				Included				Included				Included			
Access Panels as Required - Furnish Only	Included				Included				Included				Included			
All Required Signage and Identification Labels	Included				Included				Included				Included			
Splay Wires for HVAC Registers and Grilles as Required	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			
All Sheet Metal Flashings as Required	Included				Included				Included				Included			
Firestopping at Penetrations	Included				Included				Included				Included			
Testing and Balancing	Included				Included				Included				Included			
Duct Pressure Testing	Quality Exclude				Quality Exclude				Quality Exclude				Quality Exclude			
Hoisting of Own Material as Required	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
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		60 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	Included
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	Included		Included		Included		Included		Included	
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		Included		Included		Included		Included	
Power to Equipment	Included		2,500		Included		2,500		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	

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

Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

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
<i>Manufacturer - Siemens</i>	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	
<i>MFR - Per Specs</i>	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	Oilfield Electric	Reyes & Sons	Taff Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
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						
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		



Bid Evaluation Report

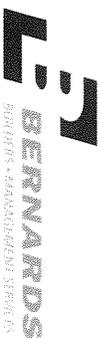
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	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			Included
Caulkings / Sealants	Included	Included	Included	Included			Included
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included			Included
Sound and Vibration control	Included	Included	Included	Included			Included
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included			Included
Backfill Trenches / Bedding	Included	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			Included
Seismic Bracing to Meet Code	Included	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						0

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						
Demolition Plan C-101, at New Building location	35,467	32,985	35,467	35,467	No Bid	
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included	Included	
Demolition Plan C-103, at New Play Area location	Included	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

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

Description	Subcontractors				Standard Demolition	Damar Const.	Leko Const.	Toro Ent.
Demo Mobilizations		1,000	Included					
Add for demo of existing handball court walls & footings		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	0	0
Recommendation:	Amount					
Damar Const.	176,464					



Bid Evaluation Report

Asphalt Paving & Striping

Marshall Classroom Building

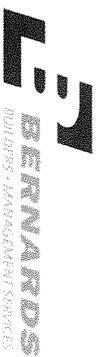
Subcontractors						Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
						Berry Engineering	B&M Contractors
Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving			
Base Bid	0	35,440	See below	64,950	37,772	49,825	
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	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)	-----	Included	Included	Included	Included	Included	Included
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	-----	-----	-----	-----	-----



Asphalt Paving & Striping

Marshall Classroom Building

Description	Subcontractors				Job Number	Bid Date	Date Printed	B&M Contractors
	ABC Resources	Onyx Paving	Toro Ent.	Excel Pavinng	Berry Engineering			
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 doweled 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
					Date Printed	7/27/2017
					Berry 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 per 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
	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
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Berry Engineering	7/27/2017
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	Included	
Rebar #4 @ 18" ocev	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	w/ Rebar	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700	24,700	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	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	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape	
Note 4 - Regrade & resurface the turf area	w/ Grading	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	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
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	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	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	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	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	w/ AC Paving	
Note 11 - Stairs per Architectural drawings	w/ Steel & CIP	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	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	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

Job Number 1641

Bid Date 6/7/2017

Date Printed 7/27/2017

Description	Subcontractors			Job Number	Bid Date	Date Printed
	Miracle Playgroup / Central Coast Playgrounds	Dave Bang Associates / Miracle Playgroup	SpectraTurf / Miracle Playgroup			
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 Playgroup 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	Amount	
				103,207	100,262
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
Recommendation:		Amount			
SpectraTurf / Miracle Playground		100,262			



Bid Evaluation Report

Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number	Bid Date	Date Printed	Venco Western
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy				
Base Bid	29,418	30,500	24,320	46,800	1641	6/7/2017	7/27/2017	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Included	Included	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	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	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included	Included	Included
Prevailing Wage	Included	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	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Landscaping & Irrigation:	Included	Included	Included	Included	Included	Included	Included	Included
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	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	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	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	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	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	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	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	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

Subcontractors

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

Description	Subcontractors				Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons		
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	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: October 23, 2019

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for 2019-20 for Faith Park (Vaca)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Speech Language Pathology, as described under Education Code: 44265.3, for Faith Park to serve as a Speech Language Pathologist for the 2019-20 school year, while employee enrolls and finishes a credential program.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Faith Park, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: October 23, 2019

Agenda Section: Section D: Action Items

Adoption of Resolution #19-13 – Redeposit Payroll - CalSTRS (Penanhoat)

Resolution #19-13 is required in order to enable CalSTRS employees to purchase service credit on a pre-tax basis.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt Resolution #19-13 as outlined.

ADDITIONAL MATERIALS:

Attached: [Resolution #19-13 \(2 pages\)](#)

**RESOLUTION #19-13
BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT**

REDEPOSIT PAYROLL RESOLUTION

WHEREAS, Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pickup” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and,

WHEREAS, under the (California) State Teachers’ Retirement System (CalSTRS) plan conditions, members may be allowed to redeposit contributions previously withdrawn plus interest and/or purchase permissive service credit;

NOW, THEREFORE, BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to CalSTRS;

BE IT FURTHER RESOLVED, that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with CalSTRS retirement plan requirements.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 23rd day of October, 2019.

Signed:

President of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Monica Madrigal Lopez, Clerk of the Board of Trustees of the Oxnard School District, hereby certify that the foregoing is a full, true, and correct copy of Resolution #19-13 adopted at a regular meeting place thereof on the 23rd day of October, 2019, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: October 23, 2019

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 23, 2019

Agenda Section: Section E: Approval of Minutes

Approval of Minutes

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

There are no minutes to be approved at this meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** October 23, 2019

Agenda Section: Section F: Board Policies, Second Reading

Approval of Revisions to Board Policy and Administrative Regulation (DeGenna)

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

Students:

AR 5113 – Absences and Excuses - Dr. DeGenna

BP 5146 – Married/Pregnancy/Parenting Students - Dr. DeGenna

Instruction:

AR 6173.2 – Education of Children of Military Families - Dr. DeGenna

AR 6183 – Home and Hospital Instruction - Dr. DeGenna

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to the Board Policies and Administrative Regulations as outlined above.

ADDITIONAL MATERIALS:

Attached: [revised AR 5113 - Absences and Excuses](#)
[revised AR 6183 - Home and Hospital Instruction](#)
[revised BP 5146- Married Pregnant Parents Students](#)
[revised AR 6173.2. - Education of Children of Military Families](#)

ABSENCES AND EXCUSES

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

~~A student's absence shall be excused for the following reasons:~~

- 1. Personal illness (Education Code 48205)
- 2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

- 3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)
- 4. Attendance at funeral services for a member of the immediate family, ~~which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.~~ (Education Code 48205)

~~Immediate family shall be defined as mother, father, grandmother, grandfather, spouse, son/son in law, daughter/daughter in law, brother, sister, or any relative living in the student's immediate household. (Education Code 45194, 48205)~~

~~Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)~~

- 5. Jury duty in the manner provided by law (Education Code 48205)
- 5. 6. ~~The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)~~

(cf. 5146 - Married/Pregnant/Parenting Students)

- 6. 7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observation of a *religious* holiday or ceremony ~~of his/her religion~~

ABSENCES AND EXCUSES (continued)

- d. Attendance at religious retreats *for not more than* ~~not to exceed~~ four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization
8. *Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)*

(cf. 6142.3 - Civic Education)

9. *To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)*

Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

(cf. 6173.2 - Education of Children of Military Families)

10. *Attendance at a naturalization ceremony to become a United States citizen (Education Code 48205)*

- 7.11. ~~Participation in religious exercises or to receive moral and religious instruction in accordance with district policy at the student's place of worship or other suitable place away from school (Education Code 46014)~~

~~a. In such instances, the student shall attend at least the minimum school day.~~

~~b. The student shall be excused for this purpose on no more than four days per school month.~~

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not

ABSENCES AND EXCUSES (continued)

excused from school for this purpose on more than four days per school month. (Education Code 46014)

(cf. 6112 - School Day)

12. *Work in the entertainment or allied industry (Education Code 48225.5)*

Such absence shall be excused provided that the student holds a work permit authorizing such work and is absent for a period of not more than five consecutive days and up to five absences per school year. (Education Code 48225.5)

13. *Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)*

A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

14. *Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)*

For the purpose of the absences described above, immediate family means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

~~When a student who has been absent returns to school, he/she shall~~ *For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)*

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

ABSENCES AND EXCUSES (continued)

The following methods may be used to verify student absences:

1. Written note, fax, or email from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative
 - c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence

(cf. 5113.11 - Attendance Supervision)

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
4. Physician's verification.
 - a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may ~~contact~~ *request a note from the* medical office to confirm the time of the appointment.
 - b. ~~When a student has had 14 absences in the school year for illness verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician.~~ *If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.*

(cf. 5113.1 - Chronic Absence and Truancy)

ABSENCES AND EXCUSES (continued)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. *Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)*
2. *Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)*
3. *Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205. (Education Code 48980)*

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5145.6 - Parental Notifications)

(cf. 6154 - Homework/Makeup Work)

Regulation
approved: November 2, 2011
Revised: October 23, 2019

OXNARD SCHOOL DISTRICT
Oxnard, California

HOME AND HOSPITAL INSTRUCTION

A student with a temporary disability which makes school attendance impossible or inadvisable shall *be entitled to* receive individual instruction ~~at in the student's home~~ or in a hospital or other residential health facility, excluding state hospitals. (*Education Code 48206.3*)

(cf. 5112.2 – Exclusions from Attendance)

Temporary disability means ~~This instruction applies to students incurring a physical, mental or emotional disability incurred while a student is enrolled in after which they can reasonably be expected to return to regular day classes or an alternative education program, and after which the student can reasonably be expected to return to regular day classes or the alternative education program in which the student is enrolled. Temporary disability does not include a disability that would qualify a student for special education pursuant to without special intervention. It does not apply to students identified as individuals with exceptional needs pursuant to Education Code 56026.~~ (*Education Code 48206.3*)

(cf. 5141.22 – Infectious Diseases)

(cf. 6158 - Independent Study)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of district students regarding: (Education Code 48206.3, 48208, 48980)

- 1. The availability of individual instruction for any student with a temporary disability, including information regarding student eligibility for, and the duration of, individual instruction*
- 2. The rights and responsibilities of parents/guardians of any student with a temporary disability pursuant to Education Code 48207 and 48208*

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall notify the principal or designee when their child is temporarily disabled and needs individual instruction at home or in a hospital or other residential health facility.

Determination of Student Eligibility

Not later than five working days after receiving notification from a parent/guardian that a student has a temporary disability, the Superintendent or designee shall determine whether the student will be able to receive individual instruction at home or in a hospital or residential health facility. (Education Code 48208)

The Superintendent or designee may require verification through any reasonable means that the student is temporarily disabled and needs individual instruction.

AR 6183(b)

HOME AND HOSPITAL INSTRUCTION (continued)

Provision of Individual Instruction

Individual instruction at a student's home or in a hospital or other residential health facility shall begin no later than five working days after the Superintendent or designee makes the determination that the student is eligible to receive individual instruction. (Education Code 48207.5, 48208)

The district shall be responsible for providing individual instruction to any temporarily disabled student who is in a hospital or other residential health facility located within district boundaries, whether or not the student is enrolled in the district. If the student is enrolled in another district, the Superintendent or designee may enter into an agreement to have the student's district of residence provide the individual instruction. The Superintendent or designee may also enter into an agreement to provide individual instruction to a district student who is in a hospital or other residential health facility located within the boundaries of another district. (Education Code 48208)

(cf. 5111.1 - District Residency)

Whenever the district provides individual instruction to a non-district student who is in a hospital or other residential health facility located within district boundaries, the Superintendent or designee shall, within five working days of the beginning of the individual instruction, provide written notification to the student's district of residence that, effective on the date on which individual instruction began, the district of residence may not count the student for purposes of computing that district's average daily attendance. (Education Code 48208)

A student receiving individual instruction in a hospital or residential health facility for a partial week shall be entitled to attend school or receive individual instruction at home on days in which the student is not receiving individual instruction in the hospital or other residential health facility, if the student is well enough to do so. (Education Code 48207.3)

Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

Insofar as possible, the teacher providing home or hospital instruction shall consult with the student's current classroom teacher(s) so as to provide a continuity of instruction that enables the student to stay abreast with the regular school program.

HOME AND HOSPITAL INSTRUCTION (continued)

The district's attendance supervisor shall ensure that the absences of any temporarily disabled student receiving individual instruction at home or in a hospital or other residential health facility are excused until the student is able to return to the regular school program. (Education Code 48240)

(cf. 5113 - Absences and Excuses)

(cf. 5113.11 - Attendance Supervision)

Return to School

A student receiving individual instruction who is well enough to return to school shall be allowed to return to the school that the student attended immediately before receiving individual instruction, if the return occurs during the school year in which the individual instruction was initiated. (Education Code 48207.3)

~~Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)~~

~~*(cf. 4112.2 - Certification)*~~

~~*(cf. 4113 - Assignment)*~~

~~The district shall offer at least one hour of instruction for every day of instruction offered by the district in the regular education program. No student shall be credited with more than five days of attendance per calendar week or credited with more than the total number of calendar days that regular classes are offered by the district in any fiscal year. (Education Code 48200, 48206.3)~~

~~Insofar as possible, the teacher providing home or hospital instruction shall consult with the student's current classroom teacher(s) so as to provide a continuity of instruction that enables the student to stay abreast with the regular school program.~~

~~The Superintendent or designee may require verification through any reasonable means that the student requires home instruction. In addition, this verification shall also state that the disabling condition will not expose the teacher to a contagious disease that can be transmitted through casual contact. Home or hospital instruction shall not be denied to students with Hepatitis B, herpes or HIV/AIDS, as long as the home or hospital practices current preventive protocol as determined by the U.S. Centers for Disease Control.~~

~~*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*~~

~~*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*~~

~~*(cf. 5112.2 - Exclusions from Attendance)*~~

~~(cf. 5141.22—Infectious Diseases)~~

Nondistrict Students

~~A student of another district who is temporarily disabled and confined to a hospital or health facility within this district shall be eligible to receive individual instruction in this district. (Education Code 48207)~~

AR 6183(b)

HOME AND HOSPITAL INSTRUCTION (continued)

~~In such circumstances, it is the responsibility of the parent/guardian to notify the district of the student's presence in a qualifying hospital. (Education Code 48208)~~

~~Upon receiving such notification, the Superintendent or designee shall: (Education Code 48208)~~

- ~~1. Within five working days of the notification, determine whether the student is able to receive individualized instruction and, if so, when it shall begin. Instruction shall begin no later than five working days after the Superintendent or designee has determined that the student is able to receive individualized instruction.~~
- ~~2. Within five working days of the beginning of the individualized instruction, the Superintendent or designee shall provide written notification to the district in which the student was previously enrolled stating that the student shall not be counted by that district for purposes of computing average daily attendance, effective the date on which individualized instruction began.~~

~~Alternatively, the Superintendent or designee may enter into an agreement with the district in which the student was previously enrolled to have that district provide the individualized instruction. (Education Code 48208)~~

Parental Notifications

~~At the beginning of the school year, the Superintendent or designee shall notify parents/guardians that: (Education Code 48208, 48980)~~

- ~~1. Individual instruction is available for temporarily disabled students as prescribed by Education Code 48206.3.~~
- ~~2. If a student becomes temporarily disabled, it is the parent/guardian's responsibility to notify the receiving district of the student's presence in a qualifying hospital.~~

~~(cf. 5145.6—Parental Notifications)~~

HOME AND HOSPITAL INSTRUCTION (continued)

Legal Reference:

EDUCATION CODE

44865 *Qualifications for home teachers*

45031 *Home teachers*

48200 *Minimum school day*

48206.3 *Pupils with temporary disabilities; individual instruction; definitions; computing average daily attendance*

48240 *Supervisors of attendance*

48206.5 *Continuation of individual instruction programs for students with temp. disabilities*

48207 *Pupils with temporary disabilities in hospitals out side of school district; compliance with residency requirements*

48208 *Presence of pupils with temporary disabilities in qualifying hospitals; notice by parents or guardians; commencement of individualized instruction*

48980 *Required notification of rights and availability of nutrition and individualized instruction programs*

51800-51802 *Employment of home teachers*

56026 *Individual with exceptional needs*

CODE OF REGULATIONS, TITLE 5

421 *Method of verification*

423 *Prolonged illness*

MARRIED/PREGNANT/PARENTING STUDENTS

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

The Board of Trustees recognizes that *responsibilities related to early marriage, pregnancy or parenting and related responsibilities* may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to *support married, pregnant, and provide instruction and services designed to assist in pregnancy prevention. The Board also desires to support male and female expectant and parenting students to continue their education, attain strong academic and parenting skills, and to promote the healthy development of their children.*

~~(cf. 5113.1-Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 5149 - At Risk Students)
(cf. 6011 - Academic Standards)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)
(cf. 6164.5 - Student Success Teams)~~

~~Married, expectant and parenting students shall have the same educational and extracurricular opportunities as all students. Participation in special programs or schools shall be voluntary.~~

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6145 - Extracurricular and Co-curricular Activities)~~

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

~~(cf. 5145.6 - Parental Notifications)~~

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Expectant and Parenting Students

~~The Board is committed to providing to expectant and parenting students and their children a comprehensive, continuous, community-linked program that reflects the cultural and linguistic diversity of the community.~~

~~The Superintendent or designee shall collaborate with the County Superintendent of Schools and other community agencies and organizations to ensure that appropriate educational and related support services are available to meet the needs of expectant and parenting students their children.~~

~~(cf. 1020 - Youth Services)~~

~~(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)~~

BP 5146(b)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Education and Support Services for Pregnant and Parenting Students

~~Expectant Pregnant and parenting students retain the right to participate in any comprehensive school the regular education program or an educational alternative education programs. School placement and instructional strategies for participating students shall be based on the needs and learning styles of individual students. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or student's child. (Education Code 54745)~~

~~(cf. 6158 - Independent Study)~~

~~(cf. 6181 - Alternative Schools/Programs of Choice)~~

~~(cf. 6183 - Home and Hospital Instruction)~~

~~(cf. 6184 - Continuation Education)~~

~~(cf. 6200 - Adult Education)~~

~~In addition to providing a quality education program for expectant and parenting students, the district's program shall provide parenting education and life skills instruction, special school nutrition supplements for pregnant and lactating students, and a child care and development program on or near the school site for the children of enrolled students. The district's program may provide other support services authorized by Education Code 54746 as necessary to meet the needs of students and their children. (Education Code 54745)~~

~~(cf. 3550 - Food Service/Child Nutrition Program)~~

~~(cf. 5141.6 - School Health Services)~~

~~(cf. 5148 - Child Care and Development)~~
~~(cf. 5148.1 - Child Care Services for Parenting Students)~~
~~(cf. 6164.2 - Guidance/Counseling Services)~~

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

~~(cf. 6142.7 - Physical Education and Activity)~~
~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~
~~(cf. 6183 - Home and Hospital Instruction)~~

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

~~(cf. 5148 - Child Care and Development)~~

2. Parenting education and life skills instruction
3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

~~(cf. 3550 - Food Service/Child Nutrition Program)~~
~~(cf. 5030 - Student Wellness)~~

4. Health care services, including prenatal care

~~(cf. 5141.6 - School Health Services)~~

5. Tobacco, alcohol, and/or drug prevention and intervention services

~~(cf. 5131.6 - Alcohol and Other Drugs)~~
~~(cf. 5131.62 - Tobacco)~~

6. Academic and personal counseling

~~(cf. 6164.2 - Guidance/Counseling Services)~~

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

5.A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Pregnancy Prevention Program

~~The Superintendent or designee shall ensure that age-appropriate, culturally sensitive and community-sensitive instruction and services are available to assist in the prevention of pregnancy among minors. The district's program shall be based on strategies that have proven effective in delaying the onset of sexual activity and reducing the incidence of pregnancy among school-age youth. Instruction shall be consistent with the district's family life/sex education curriculum.~~

~~*(cf. 5141.25 - Availability of Condoms)*~~

~~*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*~~

~~*(cf. 6142.8 - Comprehensive Health Education)*~~

~~*(cf. 6143 - Courses of Study)*~~

MARRIED/PREGNANT/PARENTING STUDENTS (continued)*Legal Reference:*EDUCATION CODE*221.51 Nondiscrimination; married, pregnant, and parenting students**222 Reasonable accommodations; lactating students**222.5 Pregnant and parenting students, notification of rights**230 Sex discrimination**8200-8498 Child Care and Development Services Act**46015 Parental leave**48205 Excused absences**48206.3 Temporary disability, definition**48220 Compulsory education requirement**48410 Persons exempted from continuation classes**48980 Parental notifications**~~2551.3 Determination of state aid for pregnant minors program~~**~~17293 School facilities for pregnant/parenting teen programs~~**~~48220 Compulsory education requirement~~**~~48410 Persons exempted from continuation classes~~**49553 Nutrition supplements for pregnant/lactating students**~~49558 Confidentiality of applications and records for free or reduced price meals~~**51220.5 Parenting skills and education**51745 Independent study**52610.5 Enrollment of pregnant and parenting students in adult education**~~54740-54749.5 California School Age Families Education Program (Cal-SAFE)~~*CIVIL CODE*51 Unruh Civil Rights Act*FAMILY CODE*7002 Description of emancipated minor**~~7050 Purposes for which emancipated minor considered an adult~~*HEALTH AND SAFETY CODE*104460 Tobacco prevention services for pregnant and parenting students**~~124175-124200 Adolescent and Family Life Act~~*CODE OF REGULATIONS, TITLE 5*4600-4670 Uniform complaint procedures**4950 Nondiscrimination, marital and parental status*CODE OF REGULATIONS, TITLE 22*101151-101239.2 General licensing requirements for child care centers**101351-101439.1 Infant care centers*UNITED STATES CODE, TITLE 20*1681-1688 Title IX, Education Act Amendments*UNITED STATES CODE, TITLE 42*1786 Special supplemental nutrition program for women, infants, and children*CODE OF FEDERAL REGULATIONS, TITLE 7*246.1-246.28 Special supplemental nutrition program for women, infants, and children*CODE OF FEDERAL REGULATIONS, TITLE 34*106.40 Marital or parental status*

ATTORNEY GENERAL OPINIONS

87 *Ops. Cal. Atty. Gen.* 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CDE PUBLICATIONS

Pregnant and Parenting Students: A Report to the Legislature, April 1996

SBE POLICIES

Policy statement on adolescent pregnancy and parenting, July 9, 1993

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Pregnant Students and Confidential Medical Services, 2013

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

CDE: <http://www.cde.ca.gov>

California Department of Public Health: <http://www.cdph.ca.gov>

Department of Social Services: <http://www.dss.ca.gov>

California Women's Law Center: <http://www.cwlc.org>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Policy

adopted: November 2, 2011

Revised: October 23, 2019

OXNARD SCHOOL DISTRICT

Oxnard, California

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211
2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement
3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee ~~may~~ shall enroll the ~~child student~~ based on ~~the child's placement in the previous district, pending receipt of the child's records~~ *unofficial education records, if official records are not yet available.* Upon enrollment, the Superintendent or designee shall immediately request the student's *official* records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

(cf. 5141- Health Care and Emergencies)

(cf. 5141.31- Immunizations)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

- 1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas.*
- 2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district.*

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

- 1. If the student is in grades K-8, the student shall be allowed to continue attending the school of origin through the duration of that academic school year.*
- 2. If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation.*

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)***Transportation***

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the individualized education program (IEP) of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement and Attendance

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the child's enrollment and/or assessment in his/her previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(~~cf. 6146.3 - Reciprocity of Academic Credit~~)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6174 - Education for English Language Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services to the student based on his/her current individualized education program. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the

student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

If the student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course not completed at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Absences

When a student's parent/guardian is an active duty member and is called to duty, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with his/her parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Regulation
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OXNARD SCHOOL DISTRICT
Oxnard, California