OXNARD SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Ms. Monica Madrigal Lopez, President
Mrs. Debra M. Cordes, Member
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Jarely Lopez, Member

ADMINISTRATION
Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Janet Penanhoat
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor Torres
Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA
REGULAR BOARD MEETING
Wednesday, September 2, 2020

5:00 p.m. - Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER- VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:
Please click this URL to join. https://zoom.oxnardsd.org

Or join by phone:
Dial (for higher quality, dial a number based on your current location)
US: +1 669 900 6833
Webinar ID: 987 3066 2686

***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.

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

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

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:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

A.2. Pledge of Allegiance to the Flag
Dr. Ginger Shea, Manager, Special Programs, will introduce Mariana Mendoza, 3rd grader at Kamala School and Afterschool Program student, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement
The District's Mission and Vision Statement will be read in English and Spanish by David Mendoza, 6th grader at Kamala School and Afterschool Program student.

A.4. Presentation by Afterschool Program
Dr. Ginger Shea, Manager, Special Programs, will provide a short presentation to the Board regarding the Afterschool Program. Tokens of appreciation will be forwarded via U.S. Mail to the Afterschool Program students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)
Moved:
Seconded:
Vote:

ROLL CALL VOTE:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

A.6. Study Session - COVID-19 Safety Measures (Aguilera-Fort/Magana)
Risk Management Staff will provide a presentation on the district's procedures and data related to the COVID-19 Pandemic.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)
Instructions on How to Comment on ZOOM Via Web or Phone are Available at:
https://support.zoom.us/hc/en-us/articles/201362663 -Joining-a-meeting-by-phone.
https://support.zoom.us/hc/en-us/articles/205566129 -Raise-Hand-In-Webinar.

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

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:
   Conference with Legal Counsel - Existing Litigation:

   - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
   - OAH Case # 2020030939
   - OAH Case # 2020040125
   - OAH Case # 2020070892

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
   - Public Employee(s) Discipline/Dismissal/Release

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

A.10. Report Out of Closed Session

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

A.11. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Catherine Muthukaruppan, Assistant Principal, Elementary

Section B: PUBLIC COMMENT/HEARINGS

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:
https://support.zoom.us/hc/en-us/articles/201362663 -Joining-a-meeting-by-phone.
https://support.zoom.us/hc/en-us/articles/205566129 -Raise-Hand-In-Webinar.

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time

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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.

Las instrucciones para comentar en ZOOM vía video conferencia o por teléfono están disponibles en:
https://support.zoom.us/hc/en-us/articles/201362663 -Joining-a-meeting-by-phone.
https://support.zoom.us/hc/en-us/articles/205566129 -Raise-Hand-In-Webinar.

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.

B.2. Public Hearing to Present the Learning Continuity and Attendance Plan (DeGenna/Thomas)
It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction and Accountability, that the Board of Trustees announce the opening of the public comment period to receive input on the Oxnard School District 2020-21 Learning Continuity and Attendance Plan prior to its adoption at the September 16, 2020 Board Meeting.

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

ROLL CALL VOTE:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

Section C: CONSENT AGENDA
(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Notes:
Moved:
Seconded:

ROLL CALL VOTE:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

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

C.1. Approval of Notice of Completion for Lemonwood ES Reconstruction and Lemonwood ECDC Kindergarten Annex Projects (Penanhoat/Miller/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 Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement (CSA) # 15-198, Lemonwood ES Reconstruct Project and Amendment No. 001 to CSA #15-198, Lemonwood Kindergarten Annex Project with Swinerton Builders, Inc.

C.2. Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2020-21 (DeGenna/Thomas)
It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction and Accountability, that the Board of Trustees approve setting the date of October 7, 2020 for a Public Hearing to determine sufficient textbooks or instructional materials.

C.3. Personnel Actions (Torres/Carrillo)
It is the recommendation of the Assistant Superintendent, Human Resources, and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

C.4. Establish/Abolish/Increase/Reduce Hours of Position (Carrillo)
It is the recommendation of the Interim Director of Classified Human Resources that the Board of Trustees approve the abolishment, increase, and reductions of the positions as presented.

C.5. Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Penanhoat)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services that the Board approve the designations of Ms. Janet Penanhoat as Representative and Dr. Victor Torres as Alternate to the VCSSFA Board, via execution of the attached form.

C.6. Resolution #20-07: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2019-2020 and 2020-2021 (Penanhoat/Crandall Plasencia)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees adopt the Appropriations Limit Resolution #20-07 for 2019-2020 and 2020-2021 fiscal years as required by law.

C.7. Certification of Signatures (Penanhoat)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

Section C: APPROVAL OF AGREEMENTS
It is recommended that the Board approve the following agreements:

C.8. Approval of Agreement/MOU #20-65 – Interface Children and Family Services (DeGenna/Ridge)
It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-65 with Interface Children and Family Services, for the period of

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September 3, 2020 through June 30, 2021, at no cost to the district.

C.9. Approval of Agreement #20-66 - Action Preparedness Training (Torres/Magana)
It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #20-66 with Action Preparedness Training, at a cost of $50 per person, total amount not to exceed $4,500.00, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS
It is recommended that the Board ratify the following agreements:

C.10. Ratification of Amendment #2 to Agreement #18-01 - Durham School Services, L.P. (Penanhoat/Briscoe)
It is the recommendation of the Director of Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #2 to Agreement #18-01 for Pupil Transportation Services with Durham School Services, L.P., in the amount of $157,738.40, to be paid out of the General Fund.

C.11. Ratification of Agreement #20-52 – Children's Therapy Network Inc. (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-52 with Children's Therapy Network Inc., in the amount not to exceed $5,000.00 per attached Service Fee Schedule, to be paid out of Special Education Funds.

C.12. Ratification of Agreement #20-62 – Children's Therapy Network Inc. (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-62 with Children's Therapy Network Inc., in the amount not to exceed $10,000.00 per attached Service Fee Schedule, to be paid out of Special Education Funds.

C.13. Ratification of Change Order No. 014 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #014 for Master Agreement #17-41 with Bernards, in the amount of Sixty-Four Thousand Nine Hundred Thirty-Three Dollars and No Cents ($64,933.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.14. Ratification of Change Order No. 015 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #015 for Master Agreement #17-41 with Bernards, in the amount of Forty-Nine Thousand Nine Hundred Forty-Seven Dollars and No Cents ($49,947.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.15. Ratification of Work Authorization Letter #17 ("WAL #17") for Master Agreement #13-131 with

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Rincon Consultants Inc. to Provide Asbestos and Lead Abatement Monitoring Services for the McKinna Elementary School Reconstruction Project (Penanhoat/Miller/CFW)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Work Authorization Letter #17 to Agreement #13-131 with Rincon Consultants Inc. to provide Asbestos and Lead Abatement Monitoring Services for the McKinna Elementary School Modernization Project, in the amount of Forty-One Thousand Eight Hundred Ninety-Seven Dollars and Zero Cents ($41,897.00) to be paid out of the 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 2020-21 for David Hidalgo (Torres/Bond)
It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for David Hidalgo, as presented.

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

ROLL CALL VOTE:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

D.2. Approval of Resolution #20-08 to Reduce Classified Positions (Torres/Bond)
On April 1, 2020, the Board approved Resolution #19-29 to Eliminate/Reduce Classified Positions. The aforementioned resolution did not include the necessary information needed to complete the action of reducing assigned hours to certain positions, as presented. Position numbers have been added to this resolution to identify the specific positions affected to allow the District to move forward with this process. It is recommended that the Board of Trustees adopt Resolution #20-08 to Reduce Classified Positions, as presented.

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

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

ROLL CALL VOTE:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

Section F: BOARD POLICIES
(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

F.1. First Reading - Revisions to Board Policy and Exhibit 5145.6 Parental Notification (DeGenna)
It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees receive the revisions to Board Policy and Exhibit 5145.6 Parental Notification as per CSBA's recommendations. This item will be brought back for second reading and approval at the September 16, 2020 Board meeting.

Section G: CONCLUSION

G.1. Superintendent's Announcements (3 minutes)
A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

G.2. Trustees' Announcements (3 minutes each speaker)
The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

G.3. ADJOURNMENT
Moved:
Seconded:
Vote:

Time Adjourned _____

ROLL CALL VOTE:
Lopez ____, Robles-Solis ___, O'Leary ___, Cordes ___, Madrigal Lopez ___

Karling Aguilera-Fort, Ed. D.
District Superintendent and Secretary to the Board of Trustees

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

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

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September 2, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** September 2, 2020

Agenda Section: Section A: Study Session

Study Session - COVID-19 Safety Measures (Aguilera-Fort/Magana)

Risk Management Staff will provide a presentation on the district's procedures and data related to the COVID-19 Pandemic.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** September 2, 2020

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Catherine Muthukaruppan, Assistant Principal, Elementary

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational only.

ADDITIONAL MATERIALS:

Attached:

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Oxnard School District Encourages Remote, Online Public Participation
For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live**. The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37

2. **Public comment in advance**. We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **OSD_BoardMeetings@oxnardsd.org**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.

3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at ZOOM.OXNARDSD.ORG, mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page https://www.oxnardsd.org/Page/11118 as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or Argelia Tellez at atellez@oxnardsd.org or call 805-385-1501.

OXNARD SCHOOL DISTRICT

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El Distrito Escolar de Oxnard recomienda la participación pública a distancia en línea, para las Reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar, de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito recomienda la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en nuestra próxima reunión de la Junta Directiva de Educación, a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo**. La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37

2. **Comentarios del público por adelantado**. Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a **OSD_BoardMeetings@oxnardsd.org**. Además, puede traer sus comentarios por escrito a la oficina del distrito escolar entre las 9:00 AM y 12:00 PM. También, pueden depositar los comentarios por escrito en buzon localizado afuera de la oficina del distrito escolar hasta las cuatro de la tarde el día 1ro de abril. Por favor indique si el comentario público es sobre un tema que está en la agenda o que no está en la agenda. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.

3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía Zoom visitando las siguiente página: ZOOM.OXNARDSD.ORG. Usted puede unirse a la reunión a través de Zoom desde una computadora, dispositivo electrónico, tableta o teléfono. Durante la pandemia COVID-19, se proporcionará la información de Zoom en la agenda de cada reunión de la Junta Directiva. También, puede encontrar información de la junta visitando la siguiente página electrónica https://www.oxnardsd.org/Page/11118 mientras sea necesario.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en mnoriega@oxnardsd.org o a Argelia Tellez en atellez@oxnardsd.org o llame al 805-385-1501.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** September 2, 2020

Agenda Section: Section B: Hearing

Public Hearing to Present the Learning Continuity and Attendance Plan (DeGenna/Thomas)

A public hearing is being held to present The Learning Continuity and Attendance Plan for the 2020-21 school year as Statute requires that an LEA hold a public hearing. The Board will announce the opening of the public comment period to receive input on the Oxnard School District 2020-21 Learning Continuity and Attendance Plan prior to its adoption at the September 16, 2020 Board Meeting.

FISCAL IMPACT:

Information will be presented.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction and Accountability, that the Board of Trustees open the public comment period on the Learning Continuity and Attendance Plan.

ADDITIONAL MATERIALS:

Attached: 2020 Learning Continuity Attendance Plan

Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oxnard School District	Dr.Karling Aguilera-Fort Superintendent	kaguilerafort@oxnardsd.org (805)385-1501

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

In order to address the needs of students and families in response to the school closures due to the COVID-19 pandemic, during the week of March 16-20, Educational Services developed a multi-phase instructional plan. For Phase 1 (March 23-April 3), Educational Services Directors and TOSAs created hard copy packets for each grade level, that were picked up at each school site or district office. The work was posted on our website, along with slide shows (in English, Spanish and Mixteco) explaining the plan. While students worked on these packets, all teachers developed lessons in grade level teams following guidance from Ed Services in terms of content and standards.

Spring break occurred from April 6-17 and Phase II began on April 20 (through May 1). Teachers delivered lessons using various platforms (e.g. Seesaw, Class Dojo, Google Classroom) and created Zoom or Google Meet live instruction sessions. For students in Pre-School, TK and Kindergarten, teachers created packets and organized instructional supplies which could be picked up at each site. In order to provide alternatives for our preschool, TK and Kindergarten students, instructional videos were created by our Reading, Math and Science Specialists on foundational reading skills and math and science concepts. These videos were broadcast on our cable channels as well as our website. While adult participation was ideal, students in this age group were able to access the videos independently.

All teachers, including Special Education case managers, maintained regular contact with families and established office hours. Teachers continued to meet in grade level teams to collaborate and develop lessons. Principals monitored family contact and lesson delivery. Logs were implemented by special education teachers to assure that all service minutes were provided to the maximum extent feasible. Logs were submitted monthly.

A Distance Learning Task Force was created which was made up of district and site administration at all school levels, representing all types of instruction (SpEd, DLI, ELD, social-emotional) to provide specific guidelines for Phase III for the time period of May 4 to the end of the school year. Items included were: expectations for all stakeholders, guidelines for synchronous and asynchronous standards-based instruction, best practices, pedagogy, time frames for engagement, grading and district provided support. Special education tasks forces were also implemented so that the teams would know the needs of the groups in special education affected by the distance learning model.

Each school has at least one counselor and outreach consultant (ORC) there are three Family Liaisons to serve general education and special education preschool families. They addressed the social, emotional and basic needs of students and families due to the prolonged school closures. While the instructional plans were implemented, they, along with teachers, made regular contact with families to gather information regarding internet access, available devices, and any needs such as, food, counseling or other services. They provided support and connected families with community services.

Principals also delivered weekly phone messages to families to facilitate the flow of information. We also have Mixteco translators who assisted in communicating with our families who speak Mixteco.

The Child Nutrition Department implemented a plan to provide meals to the community as soon as the schools closed. The plan has evolved as the school closures were prolonged and is described in detail in a subsequent section in this report.

Our district was 1:1 for iPads in grades 2-8, therefore each student in those grades already had a device. Any extra iPads were gathered and orders were placed to obtain iPads for students in 1st grade before the end of the previous school year. Mobile WiFi Hotspots were also ordered to address the need of families without internet access and were distributed in May to be kept over the summer so that students could continue to practice and use their iPads for learning opportunities. Over the summer, devices were ordered for TK and Kindergarten students and those were distributed in August just before school was scheduled to begin. Devices have also been ordered for preschool students, these will be distributed in September.

In June, a Re-opening of Schools Task Force was formed by the Superintendent in order to obtain input to start to create a plan for the new school year with the intention of informing families before the end of the school year. That plan was completed and focused on a Blended Learning Model of a combination of in-person and virtual instruction. In July, Ventura County then declared that schools would not re-open to in-person instruction and the plan was amended to reflect 100% distance learning. Through the negotiations process with our teacher's union, student schedules were developed so families would know the time frames and types of learning spaces their children would be participating in on a daily basis. Plans for attendance guidelines, teacher expectations and technology and instructional supplies distribution were developed. The Social Emotional Learning (SEL)Task Force worked to implement resources related to social-emotional wellness. These resources supported the social and emotional wellness of the students within the Oxnard School District.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

From the first moment of the school closures, communication to all stakeholders became a priority. Principals, teachers, counselors, ORCs and family liaisons made contact, by phone, with students and families. Logs kept track of contact and recorded the needs and frequently asked questions. Principals sent weekly phone messages and regularly updated school websites. Surveys were sent to families from school sites and various district departments regarding devices, internet access, school meals, best modes of communication and social-emotional needs. This information informed plans made by the district. Information for families was located on the district web site on the front page and under the “Parents” and “News” tabs. Information from the website and phone calls were also made available through Twitter and Facebook. Our survey indicated that these were the most frequently used methods of social media by families. School websites were updated to include device/supplies/textbook distribution schedules, student schedules and other information.

The Superintendent now creates a blog entry which is posted on the district website every Thursday. These entries contain the most updated information families need to be aware of throughout the summer and fall. Weekly updates were posted on the website and sent to families through our automated phone system. The Superintendent also shared information during his closing remarks at every Board meeting from March through August and will continue to do so once school commences.

The School Re-opening Task Force was the driving force in the development of the plans for the re-opening of school. 65 participants represented all stake holder groups: parents (of children in general education, who are English Learners and in Special Education), the bargaining unit for teachers, the bargaining unit for classified staff, site and district administrators, Board members and community members. There were 3 virtual meetings which participants could join via phone or internet. Translation was provided. The group was divided into subcommittees for each aspect of the plan. The subcommittees were: preschool, health and safety, child nutrition, communication, facilities, fiscal impact, technology, and teaching and learning. The group started each meeting as a whole for general updates, then broke out into the subcommittees. Notes were taken in each group. A Google Drive was created where all notes were kept so all task force members could have access to all the information. All feedback was considered and the result was the Blended Learning Plan for in-person and distance learning. When returning to school in-person was no longer an option the plan was amended with those in-person aspects removed. If student are able to return to school physically some time during this school year, the Blended Learning Plan can be implemented. In order to prepare for this in advance, all students were scheduled into cohort groups using an A/B model that ensures all student households are kept in the same cohort group.

Public webinars, featuring the Superintendent and the Assistant Superintendent of Educational Services, for teachers and families were presented regarding information on how schools would open, student schedules, adherence to SB 98 guidelines and to address questions gathered from our other means of communication. The webinars were well attended and questions could be posted on the chat feature. Answers were presented live and recordings of the webinars and the presentations were posted on the district website. Again, these questions and concerns informed any adjustments to our plans.

All communication is translated into Spanish and Mixteco. Our Mixteco translators are housed at the district office, but have created schedules to be at sites with high numbers of Mixteco families in the mornings and afternoons and are also available via phone or by appointment to any parent or site needing support.

All sites can communicate effectively in English and in Spanish. Mixteco translation is available when needed.

A meeting occurred on August 26, 2020 with representatives from our standard parent groups (Parent Advisory Committee and DELAC) and staff groups (teachers and classified) to gather additional input on the Learning Continuity Plan.

The Learning Continuity Plan was presented at a public hearing for review and comment on September 2, 2020, at a regularly scheduled School Board meeting. It will be presented for Board approval on September 16, 2020 at a regularly scheduled Board meeting.

[A description of the options provided for remote participation in public meetings and public hearings.]

All Board of Trustees meetings were held via virtual meeting platforms and accessible through internet or telephone to all members of the public seeking to observe and to address the local legislative body. The agendas for all board meetings were published 72 hours in advance of the meeting, and the minutes were posted on the website after being approved by the board. Instructions for how to participate in public comment are on the district website.

Webinars were also accessible via internet or phone. They were presented in English, Spanish and Mixteco. Presentations and recordings of the webinars were posted on the website.

[A summary of the feedback provided by specific stakeholder groups.]

A comprehensive survey was sent out in June to all stakeholders (families, teachers and classified employees) to gather information regarding comfort levels for returning physically to school, preferences in the type of instruction, best methods to receive information, etc. The survey was pushed out to student iPads, linked to the district and school websites and advertised through all social media outlets. The district received approximately 3342 parent responses and 271 staff responses.

Survey results regarding the comfort level of returning to school physically for the new school year showed that about 41% of staff, 36% of Spanish speaking families and 49% of English speaking families were not very comfortable.

In order to accommodate families who indicated they would rather keep their children at home, the Independent Study Board Policy was amended to include protocols for application into the program to make it more accessible to more families.

Other results of the surveys were in regard to communication. There was an interest in more frequent communication on our plans for the re-opening of school. A communication team was formed to assist the superintendent in creating and executing a communication plan. The plan included the aforementioned webinars, weekly updates via phone calls home and social media posts and Superintendent's blog.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Stakeholder feedback, in the form of the work of the Re-opening Task Force, directly influenced the development of the plans for the hybrid model of returning to school and the distance learning model. This feedback assisted in addressing details related to safety protocols, purchasing of necessary equipment and instructional materials and software, communication plans, distribution plans, employee expectations, student schedules and teaching and learning expectations. A robust attendance plan was put into place that was inclusive of stakeholder input while adhering to the district's legal obligations per SB98.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

Oxnard School District is located in Ventura County, which is on the state Monitoring List, therefore will not physically open for in-person instruction until state and public health officials allow it. This will be based on CA Public Health guidance and removal from the county monitoring list for 14-consecutive days. At such time, the district will be ready to move to a learning model inclusive of both classroom-based instruction with distance learning. Both elementary and middle school schedules have a draft of cohort A/B model that ensures social distancing guidelines when students are physically in school, which will be used when or if the district is given the approval to bring students and staff back on campus. Students have already been scheduled in these cohorts to ensure a quick and smooth transition to hybrid learning.
The hybrid student schedules canbe found here: https://drive.google.com/drive/folders/0ACfJW6DUc2L9Uk9PVA

Safety protocols for staff can be found here:
https://drive.google.com/file/d/1ZiZOBaJ-h4N0V7jvX-LnSyRSdcHWVSCq/view?usp=sharing
Other safety protocols and guidance for teachers can be found in the MOU created with the teacher bargaining unit:
https://drive.google.com/file/d/1SfE47S090gAL5902gdWlh9Q6cUEuA1Bb/view?usp=sharing

In order to identify students who have experienced significant learning loss due to the school closures in 2019-20, teachers will continue to use the teaching and learning cycle, which includes checking for understanding and formative and summative assessments. During in-person learning, teachers will check for understanding using a variety of methods and strategies. This information will drive subsequent instruction and appropriate scaffolds and interventions that will be utilized. Analysis of assessments, which occurs during grade level

collaboration/ Professional Learning Communities will further facilitate the adjustment of instruction in order to meet student needs and mitigate learning loss. This collaboration time is built into the instructional schedule.

Professional development for teachers was conducted during the month of July to prepare them for both the hybrid and full distant learning models. The Blended Learning Institutes were developed by the Educational Services Department using the Google Classroom format and integrating our district adopted curriculum for reading and math. Approximately 180 teachers participated. Blended learning lesson plans were developed which will be shared with other teachers. Repeating the institute during the school year is planned.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Provide for the health and safety of students, staff, and community by adhering to COVID-19 guidelines issued by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), the California Department of Eduction (CDE), and the Ventura County Public Health Department. This includes providing PPE such as masks and gloves, hand-washing stations and hand sanitizer, preparing school and classroom spaces to maintain social distancing, and additional cleaning and sanitizing of all facilities.	342,407	No
Maintain 45 additional Special Education teachers and service providers	4843	Yes
Maintain class size of 24:1 in Grades TK-3 with additional teacher staffing.	5,200,000	Yes
Adopt new core textbooks in subject areas as SBE-approved frameworks, assessments and instructional materials are made available; select materials with a focus on the quality of ELD components and accessibility for English Learners.	1,700,000	Yes

Description	Total Funds	Contributing
Provide Site-based funds to support attendance, academic performance, interventions and tutoring.	2,155,993	Yes
Provide a full-time counselor for each school site to address social, emotional, and basic needs of students.	3,058,696	Yes
Provide an Outreach Consultant (ORC) for each school site to address social, emotional, and basic needs of students.	1,274,143	Yes
Provide Mixteco translators to assist in communicating with families who speak Mixteco.	126,713	Yes
Provide professional development for teachers to prepare them for both the hybrid and full distance learning models (Blended Learning Institutes). This includes PD provided to approximatly 180 teachers in the month of July, as well as plans to repeat the Bleanded Learning Institutes during the school year.	250,000	Yes
Director of Dual Language Programs and Administrative Assistant, to support the Dual Language Immersion, Transitional Bilingual Education, and World Language programs.	293,901	Yes

Description	Total Funds	Contributing
Continue to support the Deferred Maintenance program to promote learning in a safe, clean and secure environment.	1,000,000	Yes
Provide additional custodial support to maintain a safe and clean school environment.	942,111	Yes

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Phase III of our Distance Learning Plan for the end of the 2019-2020 schoolyear outlines our expectation that new, standards-based teaching takes place in all grade levels with differentiation provided to all groups of students (ELD, SpEd, DLI, etc). A Board resolution to change current grading policy to use hold harmless for grades TK-5 and Credit/No Credit for grades 6-8 was approved. The policy was shared directly with teachers and with families through site communications, the district website, DELAC, SSC and ELAC. Each site continued to hold these meetings virtually to conduct regular business and communicate new information regarding instruction and services.

In order to provide alternatives for our preschool, TK and Kindergarten students, instructional videos were created by our Reading, Math and Science Specialists on foundational reading skills and math and science concepts. These videos are broadcast on our cable channels as well as our website. While adult participation was ideal, students in this age group could watch the videos by themselves.

For the 2020-2021 school year, distance learning schedules were developed for students. There are 3 learning spaces: synchronous, asynchronous and independent. Synchronous time will be live teaching sessions via virtual meeting programs, such as Zoom, Google Meet

or Teams. Teachers will develop standards-based projects and assignments meant to be completed by students during the asynchronous time. The district has purchased software (Lexia Core 5, Lexia Power up and STMath) which students can work through during their independent learning space. The schedules are located on our website for families to access and were shared with teachers before school started. They can be found here at this link: https://www.oxnardsd.org/domain/5764

The expectation is for teachers to deliver standards-based instruction guided by the state framework. They will use the district-adopted curricula for all subjects, most of which have digital components. They have been provided with all necessary materials, resources and access needed to competently deliver instruction. The distance learning schedules and the hybrid (in-person) schedules dovetail nicely and if we have to transition from distance to the hybrid, there should be few transitional issues to contend with.

The district has purchased the learning management system, Canvas, as the platform that all teachers will use to provide instruction and it will be the major communication portal between families and teachers. Per the MOU with the teacher's union, Canvas will have a soft roll out in the fall with the expectation that all teachers will be completely trained and using the platform by December. Teachers received initial training on its use just before school started and continued training is planned. "Canvas Lead Teachers" have been identified at each school who will receive up to 50 hours of compen and increased support needs due to distance learning, tion for providing direct support to the teachers at their site. Training for parents on Canvas will also occur in the fall.

Due to the digital nature of instruction during distance learning, we have a district-based Educational Technology TOSA (teacher on special assignment) who can support staff in developing their skills to create digital lessons. Due to the size of our district and increased support needs due to distance learning, the board recently approved the addition of another Ed Tech TOSA to provide this support.

Parents and students have been provided with Learning Protocols for distance learning as well as Online Learning Expectations. These are available in English and Spanish.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

All students have access to an iPad. In the 2019-2020 school year, all students in grades 2-8 had an iPad and in the spring during the closures, we purchased iPads for 1st graders. Then over the summer, we purchased additional iPads for our students in grades TK and Kindergarten. The results of one of our surveys indicated that many of our households did not have internet access. Families were able to submit a request form and internet Hot Spots were purchased. They were distributed to families in late May/early June based on a student need criteria (free/reduced lunch, etc.) and continued to be distributed before school began. We also provided bags of basic school supplies and textbooks and consumables. Devices and Hot Spots have also been ordered for preschool students, these will be distributed in September.

We have a schedule for technology support personnel, who are assigned to sites, to provide support to teachers and families. Anyone at the site or at the district can submit a support ticket to our IT Department on behalf of a parent. There is also a link to an appointment desk on our website and we have a phone number families can call, which is just for them. This information has been posted on the district and site websites.

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

The distance learning schedules we have developed are very clear in the number of minutes for each learning space. We are adhering to the state mandated instructional minutes by grade level spans. Teachers will synchronously teach “live” through a virtual meeting platform in the mornings and students will engage in asynchronous and independent work for the remainder of the day. Teachers are able to check in with students and meet with small groups during the asynchronous time periods. This facilitates differentiation and will help mitigate learning loss. Live teaching sessions are not required on Wednesdays, but teachers must check in with all students to provide clarification, answer questions, give reminders and provide any needed additional support.

Attendance will be taken each day through our SIS system, “Q,” during synchronous instruction. Teachers and site Attendance Technicians have been given explicit instructions on how this will be done. The district will document daily participation of each student on each school day. If the student does not participate in distance learning, then that student will be marked absent. Participation includes evidence of participation in online activities, completion of regular assignments, completion of assessments and contact with a staff member, the student, or the parent/guardian of the students. A weekly engagement record is completed for each student participating in distance learning.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Last Spring, professional development was offered to teachers for available platforms and apps through Live Support Sessions with our Ed Tech TOSA and other teachers who have expertise. District-wide Teacher Collaboration Meetings by grade level were created so they could share ideas and make connections with their colleagues across the district. Additionally, 6th-8th grade ELD collaboration meetings were held bi-weekly to support teachers instructing our English Learners during distance learning. Use of virtual meetings allow more accessibility and we may continue these into the new school year. A Twitter group (#oxnardk8) which “meets” once a week for an hour has become another place teachers from our district, as well as from other districts, can share ideas related directly to distance learning. These structures will continue in the new school year.

More comprehensive professional development for teachers was conducted during the month of July to prepare them for both the hybrid and full distant learning models. The Blended Learning Institutes were developed by the Educational Services Department using the Google

Classroom format and integrating our district adopted curriculum for reading and math, focusing on the digital resources. Approximately 180 teachers participated. Blended learning lesson plans were developed which will be shared with other teachers. Repeating the institute during the school year is planned.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

We have a Math Manager, who provides support to teachers regarding math instruction. In this new environment, she has also become the lead for our integration into the learning management system, Canvas. Also, in regard to Canvas, we will have lead teachers at every site who will have undergone extensive training to be support teachers directly on the use of the platform.

The communication team is headed by our Manager of Special Programs and Services. She works directly with the superintendent to execute the communications plan. She facilitates the webinars and makes sure that all the translations are done and everything is posted on the website. She also assists in sending out district-wide calls to families.

At the site level, our Campus Supervisors have filled many roles to support staff and families. They are assisting with distribution of meals, supplies and instructional materials. They are also assisting with ensuring that site visitors follow safety guidelines at the Enrollment Center.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

Approximately 85% of our students are socio-economically disadvantaged and 51% of our students are English Learners. When school first closed, in order to ensure that the needs of all students are being met, Principals used a log for teachers to complete to monitor student contact, as well as, conducting grade level/PLC virtual meetings on a regular basis to share information, receive requests for additional support and monitor instruction. There is a Counselor and Outreach Specialist (ORC) at each site and three preschool Family Liaiasons to provide support and connect families with services as indicated from the contact teachers are making.

As teachers began planning lessons, a formal ELD Distance Learning Guideline plan was shared with principals and teachers from our Director of EL Services. Principals were asked to collect weekly lesson plans and ensure that designated ELD times were allotted for working with EL students. This same information was also shared during bi-weekly meetings for teachers in grades TK-5. Within the guidelines, teachers were given resources and ideas for working with students who do not have access to wi-fi. Additionally, packets of instructional materials were delivered to the homes of students in our Newcomer programs, of whom many did not have access to the internet. We have 2 Mixteco translators who are available to support families by making themselves available at the sites with the largest

numbers of Mixteco families or by appointment. Our students have access to the MyON program for books in both English and Spanish. Students can load 20 books at a time on to their iPads to read.

At the end of last school year we had about 70 Foster Youth students. We have a district Community Liaison who keeps in contact with all of our foster families. He has maintained contact with them during the closures to link them with any necessary services. All sites know who their foster students are and are using the ORCs to maintain contact as well.

For the new school year, teachers, counselors, ORCs, the Community Liaison and the preschool family liaisons will continue to reach out to families to collect information on their needs and connect them with any needed services and support.

All special education teachers were provided with professional development regarding re-opening which supported their understanding for new digital/ virtual curriculums as well as implementing virtual engagement through Zoom and other online platforms.

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Provide students with bags of basic school supplies, textbooks, consumables, and instructional materials, for use at home during distance learning.	70,932	Yes
Provide additional devices and connectivity to TK, K, and 1st grade students.	392,531	Yes
Provide teachers and other staff with devices and connecivity to support distance learning.	397,389	Yes
Provide additional technology support to teachers and families in using devices and connectivity during distance learning.	106,500	Yes

Description	Total Funds	Contributing
Continue to support the 1:1 device program and instructional technology equipment and programs.	3,397,661	Yes
Purchase the learning management system, Canvas.	118,743	Yes
Provide "Canvas Lead Teachers" at each site.	53,830	Yes
Provide additional professional development day for teachers who complete Canvas modules by December 31, 2020.	120,000	Yes
Provide training for parents and families on Canvas in the fall.	30,000	Yes
Provide additional teaching staff to provide for distance learning for all students.	473,440	Yes
Provide additional site administrator support to begin 2020-21 year with 100% distance learning	12,023	Yes

Description	Total Funds	Contributing
An Educational Technology TOSA will support staff in developing skills to create digital lessons.	114,120	Yes
One additional Educational Technology TOSA to provide support for distance learning and hybrid models.	114,120	Yes
District Math Manager, who provises support to teachers regarding math instruction, has also become the lead for our integration into the learning management system, Canvas.	22,454	Yes
District Manager of Special Programs has become the communications lead, facilitating webinars, translation, and telephone communication to families and community.	26,549	Yes
Maintain Community Support Liaison to maintain contact with students and support student special needs.	90,828	Yes
Campus Supervisors fill many roles to support staff and families, including assiting with distribution of meals, supplies, and instructional materials; as well as the enrollment process.	2,906,166	Yes

Description	Total Funds	Contributing
Continue use of STAR360, Accelerated Reader, and myOn programs to identify students for intervention placement and support reading comprehension through access on student devices.	761,204	Yes
All Special Educatoin teachers were provided with re-opening professional development to support the new digital/virtual curriculums and online platforms.	50,000	Yes

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Educational Services is creating a plan based on the 2020-2021 Priority Instructional Content in ELA/Literacy and Mathematics document by Student Achievement Partners. This document contains guidance on the priorities in mathematics (K–8) and ELA/literacy (K–12) that should be the focus of instruction for educators in the 2020–21 academic year. It provides guidance for the field about content priorities by leveraging the structure and emphases of college- and career-ready mathematics and ELA/literacy standards. It is intended to help

publishers, other designers of instructional materials, and instructional leaders find new efficiencies in the curriculum that are critical for the unique challenges that have resulted from school closures and anticipated disruptions in the year ahead, keeping at the forefront principles of equitable instruction that support all students.
We will use this guidance to develop a plan at the district level and then move to the site level to have teachers and site administrators work in their PLC models.

We have purchased additional academic software programs for students to do during their independent learning time. Lexia Core 5 and Lexia Power Up (ELA) and STMath utilize an initial built in assessment to gauge student skills and the program is then customized to their needs.

For grades K-5, Mystery Science was also purchased to support teaching of the NGSS. Units based on the social science standards were created by grade level teams of teachers.

In order to ensure that the needs of English Learners are being met, we have provided opportunities for ELD teachers to collaborate across the district to create ELD lessons. Teachers have been provided guidance on delivering integrated and designated ELD. Additional time was built into the student schedules to ensure that they are receiving designated ELD. They are being encouraged to conduct small group instruction based on language needs during the asynchronous learning time. All teachers and students have access to the ELD curriculum and the formative assessment within the curriculum will be utilized. In addition to our regular channels of communication for all parents (which are always available in Spanish), information to parents of English learners has been made available through virtual meetings for DELAC and Project 2 Inspire (which is an English learner parent education program).

Attendance and student engagement will be closely monitored. Attendance techs, counselors, ORCs and preschool family liaisons will follow up with families whose children are not participating in school to mitigate the contributing factors.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

Screening assessment, which will start in late August, will inform instruction. The teaching and learning assessment cycle will be followed throughout the year to monitor student progress. We have an assessment calendar which dictates the minimum required assessments for all students in the district for ELA, math, writing, SEL and state mandated assessments. Data analysis windows are built into the calendar to ensure that data is analyzed and influences future instruction, as well as the MTSS process.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Purchase and implement software for students to utilize during their independent learning space (Lexia Core 5, Lexia Power Up, ST-Math, Reading Horizons-SpEd, Zoom Webinar, etc.)	626,058	Yes

Description	Total Funds	Contributing
Provide appropriate placement services for EL students through the use of the ELLevations data platform.	90,310	Yes
Continued use of Project to Inspire to build the capacity of our EL parents across the district.	50,000	Yes
Continue to provide teaching and instructional support staff for the Newcomer/ELD programs.	353,552	Yes
Continue use of Imagine Learning software subscriptions (Math and Language & Literacy) for Newcomer students.	18,000	Yes
Maintain additional hours for Attendance Technicians to assist with absenteeism outreach.	205,448	Yes

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Oxnard School District will use a tiered system of support to provide mental health, social and emotional services. The model will provide early identification of students with risk factors via a social and emotional survey tool in grades TK – 8 and a developmental assessment tool for students in preschool. Risk factors will be identified using Panorama SEL surveys, an online platform that collects aggregate and individual student responses to a series of questions in key social and emotional domains. Students in grades TK-8 who are identified with risk factors will be referred to the school counselor for further screening to determine the appropriate level of care. Early intervention services will include school-based individual or group-based counseling and linkage to community services. School counselors will also use the Columbia Suicide Severity Rating Scale (C – SSRS) to identify any students at risk of harm to self. Preschool family liaisons will work directly with parents of students with identified risk factors, providing support, monitoring progress, and providing connections to school and community resources to mitigate concerns.

Education and training for students, staff and parents will be provided to increase mental health awareness and to reduce stigma and discrimination. Trainings will include, but are not limited to, Mental Health First-Aid, Safe talk, Trauma-Informed Care, Livingworks, Parent Project and Project 2 Inspire.

School counselors and school psychologists are trained in crisis management and social emotional wellness and their support has been offered to school sites to form small groups for individualized support for the learning environment in the home.

The Panorama Program offers concrete date as it relates to the social and emotional wellness that our students possess. Their current emotional functioning and skills for coping are monitored through Panorama.

The Behavior Team department is also offering monthly trainings to support in home behavior management and the structure of the learning environment in the home.

Evaluation of the supports for mental health and social and emotional well-being will include record-keeping for number of students screened and number of students identified with risk factors, as well as number of students/families receiving in-school or community-based services. In addition, program evaluation will include recording the number of staff, students and parents who are trained. Finally, Oxnard school District will record the following data elements:

- Number of students who received individual counseling
- Number of students who receive group counseling
- Number of students trained for risk of suicide
- Number of students screened with threat assessment
- Number of calls to Ventura County Behavioral Health Crisis Team
- Number of community agency referrals

- Number of students/families engaged in two mental/behavioral health services

Pupil Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Oxnard School District will use a tiered system of re-engagement for students who are absent from distance-learning. That system will involve and integrate a number of school site staff to address and remediate attendance concerns. The system is based upon a model with four components: 1. Contact 2. Connectivity, 3. Engagement and 4. Participation. These components are all essential to student success within school.

School staff and interventions will be applied based upon the identification of need. Initially, school staff will work to make sure that there are working lines of communication between the home and school. Then, the District will work to ensure that the student has access to distance-learning through connectivity, which involves the use of a District-issued iPad and also (as needed) a Wi-Fi hotspot for access to the Internet. School staff will monitor on a daily basis which students are engaged in school by attending synchronous classes with their teacher(s). School staff will also monitor and measure student engagement and participation within learning via asynchronous communication with students as they complete learning tasks assigned through the District's learning management system. The District will utilize a wide range of intervention and outreach services to connect with families and to engage students in participating in distance-learning. Schools will use trauma-informed and restorative approaches in working to identify any barriers that might be impeding student success. Once barriers are identified, the District will then utilize the appropriate level of intervention (as described below) to address the concern.

For students who are identified as being truant (missing three days or three periods of 30 minutes or more without a valid excuse), the District will address the attendance concern via the School Attendance Review Board (SARB). If the attendance concern is not resolved after the first identification of truancy, the District will utilize the School Attendance Review Team (SART) process at the school site (see below) to support families by identifying barriers to school attendance and providing interventions and support to meet those needs. In cases where the attendance concern is not resolved through the SART process, the District will utilize SARB to bring additional and more intensive resources to support students and families most in need.

The District will record both daily attendance and engagement for each student within its student information system. That information will be used to identify individual attendance concerns as well as more broad-based concerns of attendance.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Oxnard School District Child Nutrition Services Department began serving students under the Seamless Summer Feeding program on Monday, March 16, 2020. Initially the district served “Grab and Go” breakfast and lunch to students daily at three school locations. As participation increased steadily and heightened shelter in place guidelines were enacted, OSD took advantage of USDA and CDE waivers to change the style of service to a once a week pick up option. Starting March 30th, OSD expanded service to four locations that included one school within each of the four geographic quadrants of the city of Oxnard. CNS teams prepared 1000 meal bags for each of the four service locations. Service occurred on Monday of each week. Each meal bag included five breakfast entrees, five lunch entrees, various fruits, vegetables, and bulk milk. CNS was able to partner with various local farmers who donated bulk fresh produce to enhance the meal bag. The weekly meal bag community feeding program continued after school ended on June 18 through July 27.

For the start of the 2020-2021 school year, school will be conducted in a 100% distance format, therefore, families will be able to pick up meals. Starting August 19, 2020, the District has chosen two locations to serve enrolled students in each of the four quadrants of the city of Oxnard, therefore offering meal service at eight locations across our city. OSD participates in CEP for all locations and, therefore, all students are served at no cost. A site check-off sheet will be used to account for the meals that are served.

Meal kit distribution will occur twice a week serving two days of meals on Tuesday and three days of meals on Thursday. Meals kits will include Breakfast, Lunch and Supper including all required volumes of fruits and vegetables and milk for each enrolled student. Storage, food safety, and cooking instructions are included in the meal kit.
Service Locations:
Quadrant 1: *Marshall / Fremont
Quadrant 2: *Frank / Ramona
Quadrant 3: *Lemonwood / Harrington
Quadrant 4: *McKinna / Driffill

Distribution Hours: Tuesday / Thursday AM – 9:00 AM – 11:00 AM
Tuesday / Thursday PM – 5:00 PM – 7:00 PM
*Sites will offer drive up option for parent to pick up meal box.

This plan is expected to be in effect for at least the first eight weeks of the 20/21 school year.

Flyers in English and in Spanish were distributed to school sites and are posted on our website. During family contact, Counselors, ORCS and Preschool Family Liaisons will ensure that families have this information.

The CNS Department has provided information, guidance and resources to school sites regarding communication to families for the P-EBT Program. Flyers were created to be posted on their websites and through our flyer communication system, Peach Jar. The website link was provided: https://www.cdss.ca.gov/home/pandemic-ebt . We also have site staff who can reach out to families by phone to inform them of the benefit.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
Mental Health and Social and Emotional Well-Being	Support health and safety programs by maintaining a Director of Pupil Services and Administrative Assistant.	283,493	Yes
Mental Health and Social and Emotional Well-Being	Maintain three Behavior Specialists to work with teachers and students to improve student behavior.	376,903	Yes
Mental Health and Social and Emotional Well-Being	Maintain two additional Nurses to increase student-to-nurse ration and improve access to medical support.	224,151	Yes

Section	Description	Total Funds	Contributing
Mental Health and Social and Emotional Well-Being	Maintain six Health Assistants and seven Health Technicians to support students in need of first aid and medical support.	538,778	Yes
Pupil Engagement and Outreach	Maintain effective communication with parents using the EdConnect system	90,000	Yes
Pupil Engagement and Outreach	Maintain Parent Support Services Liaison to increase parent and family involvement in schools	97,647	Yes
Pupil Engagement and Outreach	Maintain Enrollment Center to support early identification of student needs.	448,818	Yes
School Nutrition	Provide meals to pupils and the community during physical school closure and any transition to in-person or hybrid instruction.	1,200,000	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
33.29%	41,442,443

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Our district has a high percentage of students who are English Leaners and who are considered low income, therefore, when creating plans of service and support, the needs of those populations drive all the decision making and implementation. These services are available to all of them across the district. Some sites do have higher percentages than others, so the staff we have at those sites ensured that their populations had access to the services and support they needed.

Our site support staff (counselors and ORCs) are aware of the who the foster youth are at their sites and their needs are prioritized.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

During school closures Outreach Specialists at each school and three Preschool Family Liaisons in conjunction with our District Support Liaison reached out to our foster students, homeless families and high needs families to ensure that basic needs were being met. These families were referred to community resources to support them in finding housing, food, and were first on the list to receive hotspots for internet connection. Additionally, information and supports were disseminated by the Parent Community Liaison to English Learner families with the help of the two district Mixteco translators who personally called families to explain resources available and help with getting students connected to school. Teachers in the Newcomer Academies and Frank and McKinna personally delivered books and supplies to the homes of their students to ensure that even if they did not have internet that they could access their school work. English Learner families were kept informed through virtual family education classes, informational webinars and videos translated into Spanish explaining how to maneuver the different educational platforms being used by schools. Special Education Managers must track all students that are in the foster care system and require specific supports regarding their IEPS.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Notice of Completion for Lemonwood ES Reconstruction and Lemonwood ECDC Kindergarten Annex Projects (Penanhoat/Miller/CFW)

The contractor, Swinerton Builders, Inc., as of February 2020, has completed all Work and met all contractual obligations included in Construction Services Agreement (CSA) #15-198 for the Lemonwood ES Reconstruction Project and Amendment No. 001 to CSA #15-198 for the Lemonwood Kindergarten Annex Project. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which subsequently will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement (CSA) # 15-198, Lemonwood ES Reconstruction Project and Amendment No. 001 to CSA #15-198, Lemonwood Kindergarten Annex Project with Swinerton Builders, Inc.

ADDITIONAL MATERIALS:

Attached: Notice of Completion (1 Page)

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

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: **Lemonwood Elementary School, 2001 San Mateo Place, Oxnard, CA 93033, for Construction Services Agreement #15-198, Lemonwood Elementary School Reconstruction Project and Construction Services Agreement #15-198, Amendment 001, Lemonwood ECDC Project:**

That on or about the 26th day of April 2016, the said Oxnard School District of Ventura County entered into a contract with Swinerton Builders Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 28th day of February 2020; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By_____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

_____

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

_____

_____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Academic Agreement

Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2020-21 (DeGenna/Thomas)

On October 7, 2020, a Public hearing will be held at Oxnard School District in the Board Room at 7:00 p.m., located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted on September 3, 2020.

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 setting the date of October 7, 2020 for a Public Hearing to determine sufficient textbooks or instructional materials.

ADDITIONAL MATERIALS:

Attached: Sufficient Textbooks- Notice of Public Hearing ENGLISH
Sufficient Textbooks- Notice of Public Hearing SPANISH

OXNARD SCHOOL DISTRICT

1051 South "A" Street ● Oxnard, CA 93030 ● 805/385-1501 ● Fax 805/487-9648

NOTICE OF PUBLIC HEARING

On October 7, 2020, a public hearing will be held at the Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

Dr. Anabolena DeGenna
Educational Services Department

DISTRITO ESCOLAR DE OXNARD

1051 South “A” Street ● Oxnard, CA 93030 ● 805/385-1501 ● Fax 805/487-9648

Aviso de Audiencia Pública

El día 7 de octubre del 2020 se llevará a cabo una audiencia pública en la sesión de la Mesa Directiva del Distrito Escolar de Oxnard que comenzará a las 7:00 PM en el salón de conferencias del distrito, ubicado en el 1051 South “A” Street, Oxnard, California 93030. La audiencia tiene como propósito determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas. Se le ha solicitado a la Mesa Directiva que adopte una resolución determinando que cada alumno en el distrito cuenta con los suficientes libros de texto o los materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Carrillo)

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 and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIALS:

Attached: Personnel Actions 09.02.2020 (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

Ambriz, Gabriela	Teacher	August 18, 2020
Aragon, Amanda	Program Specialist	August 24, 2020
Bragg, Donna	Teacher	August 18, 2020
Cordes, Mark	PE Teacher	August 17, 2020
Donovan, Diana	Teacher	August 17, 2020
Fuentes, Eder	PE Teacher	August 17, 2020
Garcia, Mary	Teacher	August 19, 2020
Hammond, Sandra	Teacher	August 18, 2020
Hooson, Alena	SPED Teacher	August 17, 2020
Lopez, Arellano, Laura	SPED Teacher	August 19, 2020
Louth, Joan	Teacher	August 18, 2020
Potchen, Tess	Science Teacher	August 17, 2020
Sisco, James	PE Teacher	August 18, 2020

Gallagher, Liam	Substitute Teacher	2020/2021 School Year
Haavaldsen, Lynne	Substitute Teacher	2020/2021 School Year
Napoles, Carlos	Substitute Teacher	2020/2021 School Year
Weilbacher, Deborah	Substitute Teacher	2020/2021 School Year

Resignation

Lopez, Diana	Teacher	July 01, 2020
Neville, Alicia	Program Specialist	June 30, 2020

CLASSIFIED PERSONNEL ACTIONS

New Hire

Ojeda, Yolanda	Paraeducator II, Position #6583 Special Ed. 5.75 hrs./183 days	08/17/2020

Limited Term

May, Raquel E	Clerical (substitute)	08/10/2020

Promotional

Garcia Mancini, Leonor	Child Nutrition Cafeteria Coordinator, Position #2158 Harrington 8.0 hrs./189 days Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	08/14/2020
Gaytan, Blanca H	Special Education Data Technician, Position #9997 San Miguel 8.0 hrs./246 days Office Assistant III, Position #2408 Special Education 8.0 hrs./246 days	08/10/2020
Mendoza, Sandra	Technology Services Technician, Position #2899 Technology 8.0 hrs./246 days Information Systems Data Technician, Position #7472 Technology 8.0 hrs./246 days	08/19/2020

Voluntary Demotion

	Preschool Assistant, Position #2665 San Miguel 3.0 hrs./183 days Preschool Teacher, Position #1443 Ritchen 4.0 hrs./183 days	08/14/2020

Recall from Layoff

Bradley, Arderick L	Instructional Materials Warehouse Attendant, Position #10000 Information Technology 8.0 hrs./246 days	08/13/2020

Resignation

Gonzalez, Yolanda	Outreach Specialist, Position #563	06/18/2020
Morales, Celia A	Preschool Assistant, Position #2577	08/12/2020
Padilla, Steven	Paraeducator I, Position #2105	08/13/2020
Tobon, Rosario	Paraeducator I, Position #2697	08/24/2020

Retirement

Holland, Laurie A	Child Nutrition Worker, Position #2190 Sierra Linda 5.0 hrs./185 days	08/12/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Carrillo)

Abolish

a two hour 183 day Clerical Assistant position number 2423 to be abolished at Elm school. This position will be abolished due to the lack of funds.

Increase

a two hour and forty five minute 183 day Paraeducator II position number 973 to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to provide additional support.

a two hour and forty five minute 183 day Paraeducator II position number 974 to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to provide additional support.

a two hour and forty five minute 183 day Paraeducator II position number 428 to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to provide additional support.

a three and a half hour 180 day Campus Assistant position number 6346 to be increased to four hours at Brekke school. This position will be increased to provide additional support.

a four hour and twenty five minute 180 day Campus Assistant position number 2972 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

a three and a half hour 180 day Campus Assistant position number 2971 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

a four hour and twenty five minute 180 day Campus Assistant position number 6661 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

a three and a half hour 180 day Campus Assistant position number 2969 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

a three and a half hour 180 day Campus Assistant position number 3050 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

a three hour 180 day Campus Assistant position number 6660 to be increased to five hours and forty five minutes at Curren school. This position will be increased to provide additional support.

a two hour and twenty minute 180 day Campus Assistant position number 9143 to be increased to two and a half hours at Driffill school. This position will be increased to provide additional support.

a four and a half hour 180 day Campus Assistant position number 7901 to be increased to five and a half hours at Driffill school. This position will be increased to provide additional support.

a two hour and fifty minute 180 day Campus Assistant position number 2976 to be increased to three hours at Driffill school. This position will be increased to provide additional support.

a five hour 180 day Campus Assistant position number 3047 to be increased to five and a half hours at Lemonwood school. This position will be increased to provide additional support.

a four hour 180 day Campus Assistant position number 3020 to be increased to five hours at Marshall school. This position will be increased to provide additional support.

a four hour 180 day Campus Assistant position number 3017 to be increased to four and a half hours at Marshall school. This position will be increased to provide additional support.

a four hour 180 day Campus Assistant position number 3019 to be increased to four and a half hours at Marshall school. This position will be increased to provide additional support.

Reduce

a four hour and 10 minute 183 day Paraeducator I position number 7191 to be reduced to three hours and 10 minutes at Rose Avenue school. This position will be reduced due to the lack of work.

a four hour and 10 minute 183 day Paraeducator I position number 7192 to be reduced to three hours and 10 minutes at Rose Avenue school. This position will be reduced due to the lack of work.

FISCAL IMPACT:

Savings for Clerical Assistant: $9,736 General funds
Cost for 3 Paraeducator II positions in Special Ed.: $46,734 Special Ed
Cost for 14 Campus Assistant increase in hours: $69,202 District funds
Savings for 2 Paraeducator I positions at Rose Ave.: $9,592 General funds

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Consent Agenda

Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Penanhoat)

The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

- Representative: Ms. Janet Penanhoat, Interim Assistant Superintendent, Business & Fiscal Services

- Alternate: Dr. Victor Torres, Assistant Superintendent, Human Resources

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: **Designation of VCSSFA Representatives (1 page)**

Ventura County Schools
Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012
(805) 383-1969
FAX (805) 383-1971

DESIGNATION OF VCSSFA REPRESENTATIVE

The Governing Board of the Oxnard School District hereby designates the following as its **Representative** and **Alternate Representative** to the Ventura County Schools Self-Funding Authority (VCSSFA).

September 2, 2020
Effective Date

REPRESENTATIVE	ALTERNATE
Janet Penanhoat	Dr. Victor Torres
Name	Name
Interim Assistant Superintendent, Business & Fiscal Services	Assistant Superintendent, Human Resources
Title	Title
1051 South A Street	1051 South A Street
Street Address	Street Address
Oxnard, CA 93030	Oxnard, CA 93030
City and Zip Code	City and Zip Code
805-385-1501, ext. 2401	805-385-1501, ext. 2051
Telephone	Telephone
805-487-2118	805-486-3408
FAX	FAX
jpenanhoat@oxnardsd.org	vtorres@oxnardsd.org
E-mail Address	E-mail Address

The Representative is authorized to and shall act as the District's agent in all matters related to the VCSSFA business.

President, Governing Board Date	Representative Date
Superintendent Date	Alternate Date

SFA 1010, Rev. 3/18/2014

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Consent Agenda

Resolution #20-07: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2019-2020 and 2020-2021 (Penanhoat/Crandall Plasencia)

Proposition 4, better known as the Gann Amendment, was established in Statute of 1980 and requires California State and Local governments, including school districts, to establish yearly appropriation limits through a series of calculations. Since that time, various legislative changes have occurred that have reduced it to a paperwork process that, while mandated, has no fiscal impact on schools.
In accordance with Government Code Section 7906(f) and Article XIIIB of the California Constitution, the District must adopt the appropriations limit for fiscal years 2019-2020 and 2020-2021.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees adopt the Appropriations Limit Resolution #20-07 for 2019-2020 and 2020-2021 fiscal years as required by law.

ADDITIONAL MATERIALS:

Attached: Resolution #20-07 GANN (2 pages)
SACS Form GANN (3 pages)

OXNARD SCHOOL DISTRICT

RESOLUTION FOR ADOPTION OF APPROPRIATIONS LIMIT (GANN)
AND
APPROPRIATIONS SUBJECT TO THE LIMIT FOR 2019-2020 AND 2020-20201

RESOLUTION # 20-07

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4; commonly called the Gann Amendment which added Article XIIIB to the California Constitution; and

WHEREAS, the provisions of the Article establish maximum appropriation limits commonly called “Gann Limits” for public agencies, including school districts, and

WHEREAS, the District must establish and report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriations limits, its appropriations subject to limitation, the amount of its State Aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit;

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the revised Appropriation Limits and funds subject to the limit for the 2019-2020 fiscal year and the 2020-2021 fiscal year are made in accordance with applicable constitutional and statutory law, and that the estimated 2020-2021 appropriations limit of the Oxnard School District is $100,154,733.31 and that the actual 2019-20 appropriations limit was $96,553,295.39.

AND, BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2019-2020 and 2020-2021 fiscal years do not exceed the limitations imposed by Proposition 4;

AND, BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution, along with appropriate attachments to interested citizens of this district.

ADOPTED this 2nd day of September, 2020.

_____	_____
President, Board of Trustees	Clerk, Board of Trustees
_____	_____
Member, Board of Trustees	Member, Board of Trustees

_____
Member, Board of Trustees

STATE OF CALIFORNIA)

)ss

COUNTY OF VENTURA)

I, Debra M. Cordes, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution #20-07 was adopted by the Board of Trustees of said district at a meeting of said Board held on the 2nd day of September, 2020, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Clerk of the Board of Trustees

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA	**2018-19 Actual**			**2019-20 Actual**		
(2018-19 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	95,494,868.47		95,494,868.47			96,553,295.39
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	15,660.78		15,660.78			15,247.90
ADJUSTMENTS TO PRIOR YEAR LIMIT	**Adjustments to 2018-19**			**Adjustments to 2019-20**		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA	**2019-20 P2 Report**			**2020-21 P2 Estimate**		
(2019-20 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)						
1. Total K-12 ADA (Form A, Line A6)	15,247.90		15,247.90	15,247.90		15,247.90
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			15,247.90			15,247.90
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED	**2019-20 Actual**			**2020-21 Budget**		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	169,680.40		169,680.40	0.00		0.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	7,346.21		7,346.21	6,793.00		6,793.00
4. Secured Roll Taxes (Object 8041)	24,066,767.27		24,066,767.27	22,892,313.00		22,892,313.00
5. Unsecured Roll Taxes (Object 8042)	524,051.58		524,051.58	524,000.00		524,000.00
6. Prior Years' Taxes (Object 8043)	102,548.94		102,548.94	71,457.00		71,457.00
7. Supplemental Taxes (Object 8044)	831,017.42		831,017.42	551,241.00		551,241.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	297,011.06		297,011.06	544,015.00		544,015.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	3,089,748.09		3,089,748.09	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	29,088,170.97	0.00	29,088,170.97	24,589,819.00	0.00	24,589,819.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	29,088,170.97	0.00	29,088,170.97	24,589,819.00	0.00	24,589,819.00

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,756,169.00			1,639,098.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			1,756,169.00			1,639,098.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	143,061,346.00		143,061,346.00	129,820,650.00		129,820,650.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(230,425.00)		(230,425.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	142,830,921.00	0.00	142,830,921.00	129,820,650.00	0.00	129,820,650.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	209,614,305.54		209,614,305.54	187,304,735.00		187,304,735.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	566,817.76		566,817.76	300,000.00		300,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS	**2019-20 Actual**			**2020-21 Budget**		
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			95,494,868.47			96,553,295.39
2. Inflation Adjustment			1.0385			1.0373
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9736			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			96,553,295.39			100,154,733.31
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			29,088,170.97			24,589,819.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			1,829,748.00			1,829,748.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			69,221,293.42			77,204,012.31
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			69,221,293.42			77,204,012.31
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			266,559.29			163,301.48
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			29,354,730.26			24,753,120.48
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			68,954,734.13			77,040,710.83
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			29,354,730.26			
b. State Subventions (Line D8)			68,954,734.13			
c. Less: Excluded Appropriations (Line C23)			1,756,169.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			96,553,295.39			

	2019-20 Calculations			2020-21 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero)			0.00			
If not zero report amount to: Keely Bosler, Director, State Department of Finance, Attention: School Gann Limits, State Capitol, Room 1145, Sacramento, CA 95814						
SUMMARY	**2019-20 Actual**			**2020-21 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			96,553,295.39			100,154,733.31
12. Appropriations Subject to the Limit (Line D9d)			96,553,295.39			

* Please provide below an explanation for each entry in the adjustments column.

Mary Crandall Plasencia
Gann Contact Person

805-385-1501 ext. 2455
Contact Phone Number

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Penanhoat)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: Certification of Signatures (3 pages)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Karling Aguilera-Fort, Ed.D., Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of September 3, 2020 through December 31, 2020.

Date of Board Action: September 2, 2020

Signature: _____
Karling Aguilera-Fort, Ed.D.
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____
Debra M. Cordes, Clerk
of the Board of Trustees

Signature: _____
Jarely Lopez, Member
of the Board of Trustees

Signature: _____
Monica Madrigal Lopez, President
of the Board of Trustees

Signature: _____
Denis O'Leary, Member
of the Board of Trustees

Signature: _____
Veronica Robles-Solis, Member
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: _____
Karling Aguilera-Fort, Ed.D.
Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: Dr. Victor Torres
Dr. Victor Torres
Title: Assistant Superintendent, Human Resources

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____
Janet Penanhoat
Title: Interim Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____
Dr. Anabolena DeGenna
Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____
Mary Crandall Plasencia
Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: _____
Lisa A. Franz
Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #20-65 – Interface Children and Family Services (DeGenna/Ridge)

Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services.

Term of Agreement: September 3, 2020 through June 30, 2021

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-65 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: Agreement-MOU #20-65, Interface Children & Family Services (2 Pages)
Certificate of Insurance (1 Page)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #20-65

Interface Children & Family Services
Oxnard School District

This Memorandum of Understanding (MOU) is entered into, by and between Interface Children & Family Services (ICFS) and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective September 3, 2020 through June 30, 2021. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide adequate facilities to accommodate ICFS staff.
3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).

B. ICFS agrees to the following:

1. Provide trained Youth Services staff to deliver youth crisis response services and ongoing follow up services.
2. Provide linkage to additional resources as needed.
3. Provide mental health registered interns and/or licensed mental health professionals to provide counseling services to eligible students and families.

4. Follow Oxnard School District and ICFS procedures concerning client confidentiality.
5. Provide representation at meetings convened by Oxnard School District to review the program.
6. Provide trained Family Violence Prevention staff to facilitate age appropriate workshops related to domestic violence and/or child abuse prevention.

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

AUTHORIZED APPROVAL:

_____
Erik Sternad Date
Executive Director
Interface Children & Family Services

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

_____
Joelle Vessels Date
Director of Youth & Mental Health Services
Interface & Children Family Services

_____
Nicholle Gonzalez-Seitz Date
Director Family Violence Intervention Services
Interface Children & Family Services

INTECHI-01 KERRINM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2020

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 License # 0252636
United Agencies
100 No. 1st Street, Ste. 301
Burbank, CA 91502

CONTACT NAME: Kerrin Meléndrez
PHONE (A/C, No, Ext): (818) 295-2245 FAX (A/C, No): (818) 295-2201
E-MAIL ADDRESS: kerrinm@ua-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide Mutual Insurance Company	23787
INSURER B : AMCO Insurance Company	19100
INSURER C : CompWest Insurance Company	12177
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Interface Children & Family Services
4001 Mission Oaks Blvd. Ste I
Camarillo, CA 93012

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ACPGLO3009721575	4/1/2020	4/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ACPBA3009721575	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ACPCAA3009721575	4/1/2020	4/1/2021	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV550327401	4/1/2020	4/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof. Liab.			ACPGLO3009721575	4/1/2020	4/1/2021	Each Occurrence	1,000,000
A	Prof. Liab.			ACPGLO3009721575	4/1/2020	4/1/2021	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abuse or Molestation Liability: $2,000,000 Each Abusive Conduct Limit; $4,000,000 Aggregate, Claims made, retro 4/1/2008.

Umbrella Policy includes both Professional Liability and Abusive or Molestation Liability.

Certificate Holder is named as Additional Insured as respects to the operations of the Named Insured, if required by written contract.

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
Levi Cadmen

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-66 - Action Preparedness Training (Torres/Magana)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to Campus Assistants and volunteer coaches during the 2020-2021 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

Term of Agreement: September 3, 2020 through June 30, 2021

FISCAL IMPACT:

The cost is $50 per person, total amount not to exceed $4,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #20-66 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: Agreement #20-66, Action Preparedness Training (13 Pages)
Proposal - Action Preparedness Training (1 Page)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #20-66

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 2nd day of September 2020 by and between the Oxnard School District ("District") and Action Preparedness Training ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **September 3, 2020** through **June 30, 2021** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Four Thousand Five Hundred Dollars ($4,500.00), 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: Norma Magana
Phone: (805) 385.1501 x2443
Fax: (805) 240.5963

To Consultant: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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

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

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

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

27. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment**. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**ACTION PREPAREDNESS TRAINING:**
_____	_____
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 #**20-66**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-66

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

STATUS REPORT FOR ACTIVITY:	**DUE DATE**
A.	
B.	
C.	
D.	

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 #**20-66**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-66

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED $4,500.00 ($50.00 per OSD staff member)

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 $4,500.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**20-66**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-66

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in 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 #**20-66**

<u>EXHIBIT D</u>
TO AGREEMENT FOR CONSULTANT SERVICES #20-66

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **<u>ACTION PREPAREDNESS TRAINING</u>**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal 2020-2021

June 9, 2020

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

A.) As needed during the 2020-2021 school year.
B.) Cost (lump sum or hourly/not to exceed-) $50 per OSD staff member; not to exceed $4,500

Glenda Mahon-EMT
Owner

[805] 340-6333

1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone:1-800-982-9491 Fax:1-800-758-3635
Website:www.hpso.com

04/23/20

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

CNA

HPSO

Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 4/23/2020

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0270279679	From: 04/23/20 to 04/23/21 at 12:01 AM Standard Time

Named Insured and Address:

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpso.com

Medical Specialty:	Code:
Basic/Intermediate EMT	80723
Excludes Cosmetic Procedures	

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street
Chicago, IL 60606

Professional Liability $ 1,000,000 **each claim** $ 3,000,000 **aggregate**

Your professional liability limits shown above include the following:

* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault Includes Workplace Violence Counseling	$ 25,000	per incident	$ 25,000	aggregate
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate

General Liability

General Liability	$1,000,000 each claim / $1,000,000 aggregate
Fire & Water Legal Liability	Included in the GL limit shown above subject to $250,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total $ 313.00

Base Premium $313.00
Medical Speciality is amended to include Consulting Services (GSL-5587)
Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board **Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: **Endorsement Date:** Master Policy: 188711433

CNA93692 (11-2018)

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POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D	Common Policy Conditions
G-121501-C1	Occurrence Policy Form - California
CNA94164	Amendment Definition of Claim Endorsement
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
G-121504-C	General Liability Form
GSL-5587	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018) Named Insured: Glenda C Mahon

Master Policy #: 188711433 Policy #: 0270279679

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #2 to Agreement #18-01 - Durham School Services, L.P. (Penanhoat/Briscoe)

The Administration recognizes Transportation as a vital service to accomplish Oxnard School Districts' mission statement.

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. In an effort to protect the health and welfare of its students and their families, the District has closed all District schools and cancelled all school related activities effective on or about March 16, 2020 (the "Closure").

As schools will remain closed for the 2020-21 school year, until further notice, and in light of this unprecedented occurrence, the District has agreed to pay Durham School Services the current daily rate of $15,773.84. The rate will begin on August 19, 2020 and will continue through June 30, 2021, or until schools resume their normal schedules for this academic school year. Durham School Services agrees to pay their employees their standard wages during the Closure and will use its best efforts to maintain qualified drivers at the levels required to immediately resume services per the Agreement after the Closure ends.

FISCAL IMPACT:

$157,738.40 – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #2 to Agreement #18-01 for Pupil Transportation Services with Durham School Services, L.P.

ADDITIONAL MATERIALS:

Attached: **Amendment #2 (1 Page)**
Amendment #1 - Attachment A (2 Pages)
Agreement #18-01, Durham School Services (13 Pages)

Amendment #2 to OSD Agreement #18-01
Durham School Services

August 14, 2020

Janet Penanhoat
Asst. Superintendent
1051 South A Street
Oxnard, CA 93030

RE: Oxnard School District Transportation Contract between Durham School Services, L.P. (CONTRACTOR) and Oxnard School District (DISTRICT) dated 7/1/2018 – 6/30/2023 (the "Agreement").

Reference is made to the Agreement and all capitalized terms used but not otherwise defined herein shall have meanings ascribed to them in the Agreement.

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. In an effort to protect the health and welfare of its students and their families, District has closed all District schools and cancelled all school related activities effective on or about March 16, 2020 (the "Closure").

In light of this unprecedented occurrence the DISTRICT has agreed to pay CONTRACTOR the current daily rate of $15,773.84. The rate will begin on August 19, 2020 and will continue through June 30, 2021, or until schools resume their normal schedules for this academic school year. CONTRACTOR agrees to pay CONTRACTOR employees their standard wages during the Closure and will use its best efforts to maintain qualified drivers at the levels required to [immediately] resume services per the Agreement after the Closure ends.

CONTRACTOR will credit all make up days, or in the case we receive State or Federal assistance, it will be passed back to the DISTRICT.

Each person executing this letter represents that he or she has full and legal authority to confirm the payment agreement for and on behalf of the respective party for which he or she is executing this letter and to bind that party.

If this letter reflects your understanding of the payment agreement please sign and date on the signature line below.

DURHAM SCHOOL SERVICES, L.P.
By: Durham Holding II, LLC
Its: General Partner

Name: Elizabeth Sanchez
Title: West Area SVP/COO
Date: 8/14/20

OXNARD SCHOOL DISTRICT

By: Janet Penanhout
Title: Asst. Superintendent
Date:

Amendment #1 to OSD Agreement #18-01
Durham School Services

March 25, 2020

Janet Penanhoat, Asst. Superintendent
Oxnard School District
1051 South A Street, **Oxnard, CA 93030**

RE: Oxnard School District Transportation Contract between Durham School Services, L.P. (CONTRACTOR) and Oxnard School District (DISTRICT) dated 7-1-2018-6-30-2023_(the "Agreement")

Reference is made to the Agreement and all capitalized terms used but not otherwise defined herein shall have meanings ascribed to them in the Agreement.

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. In an effort to protect the health and welfare of its students and their families, District has closed all District schools and cancelled all school related activities effective on or about March 16, 2020 (the "Closure").

In light of this unprecedented occurrence the DISTRICT has agreed to pay CONTRACTOR the current daily rate of $15,773.84. The rate will begin on 3-16-2020 and will continue until schools resume their normal schedules for this academic school year. CONTRACTOR agrees to pay CONTRACTOR employees their standard wages during the closure and will use its best efforts to maintain qualified drivers at the levels required to [immediately] resume services per the Agreement after the closure ends.

Each person executing this letter represents that he or she has full and legal authority to confirm the payment agreement for and on behalf of the respective party for which he or she is executing this letter and to bind that party.

If this letter reflects your understanding of the payment agreement please sign and date on the signature line below.

DURHAM SCHOOL SERVICES, L.P.
By: Durham Holding II, LLC
Its: General Partner

Name: Elizabeth Sanchez
Title: Chief Operating Officer

Date: 3/25/20

Oxnard School District

Name: **Janet Penanhoat**
Title: **Assistant Superintendent, Business & Fiscal Services**

Date: **March 26, 2020**

OXNARD SCHOOL DISTRICT

ATTACHMENT A

ANNUAL CONTRACT PRICE ADJUSTMENT
JULY 1, 2019 THROUGH JUNE 30, 2020

Renewal Agreement #18-01, Contract for Pupil Transportation Services

Both parties agree to adjust the Transportation rates as follows:

It is agreed that effective July 1, 2019 through June 30, 2020 the rates shall be increased by 2% as stated below:

BUS TYPE AND CAPACITY	MINIMUM 4 HR/75 MILE Rate	RATE PER OVER HOUR	RATE PER OVER MILE
Type A or B (18-20 ambulatory passengers)	$317.68	$35.70	N/A
Type C (30-46 ambulatory passengers with minimum 2 wheel chair positions)	$369.04	$35.70	N/A
Type D (78-84 ambulatory with undercarriage storage)	$453.79	$35.70	N/A

FIELD TRIPS
PER HOUR $44.88

IN WITNESS WHEREOF, the parties hereto have executed this Renewal as of the dates written below.

DURHAM SCHOOL SERVICES, L.P.
By: Durham Holding II, L.L.C.,
Its general partner

By: JCrawford
Name: Judith A. Crawford
Title: CEO Transit
Date: 9-27-2019

OXNARD SCHOOL DISTRICT

By: Lisa A. Franz
Name: Lisa A. Franz
Title: Director, Purchasing
Date: 8-12-19

CARRIER AGREEMENT #18-01

This Carrier Agreement (this "Carrier Agreement") is entered into as of the below-referenced Effective Date, by and between Oxnard School District, a public agency organized under State law ("OSD"), and the below-referenced Contractor, with regard to the below-referenced RFP Package for the below-referenced Contract Price. OSD and Contractor are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

Effective Date:	July 1, 2018 through June 30, 2023
Contractor:	Durham School Services
RFP:	RFP No. 17-01 – Pupil Transportation Services
Contract Price:	$18,214,141.00 (estimated) Eighteen Million Two Hundred Fourteen Thousand One Hundred Forty One and No Cents (in words)

RECITALS

WHEREAS, OSD is a school district located in the County of Ventura (the "County") and the State of California (the "State); and

WHEREAS, OSD requires bus transportation services for its various programs operated within the County, including, but not limited, to home-to-school transportation, transportation to and from various OSD schools, and transportation to and from various other locations within and outside of the County; and

WHEREAS, OSD issued that certain Request for Proposals No. 17-01 – Pupil Transportation Services (the "RFP"), all in accordance with applicable law, and pursuant to which Contractor submitted a proposal; and

WHEREAS, Contractor was subsequently awarded the proposal for the services contemplated under the RFP; and

WHEREAS, in other parts of the Contract Documents, Contractor may be referred to as the "bidder;"

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the RFP.

2. Scope of Work. Contractor shall furnish all labor, materials, equipment, tools, utilities, temporary facilities, goods and services necessary for full completion of all the services set forth in the RFP, including, but not limited to, the Specifications (the "Work").

3. Component Parts of the Contract. This Carrier Agreement is but one part of the Contract that sets forth the complete understanding and agreement of OSD and Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, each of which may be amended in accordance with their provisions, and each of which is incorporated herein by reference and shall be construed as operative and effective parts of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

a. Notice Inviting Bids;
b. Instructions;
c. Specifications;
d. General Information and Invitation;
e. Scope of Work
f. Terms and Conditions or Proposal and Contract
g. Required Contract Forms;
h. This Carrier Agreement;
i. All Addenda to the RFP;
j. Notice of Award;
k. Notice to Proceed; and
l. Revisions to Clarifications dated 4-18-18

4. Contract Term. Contractor shall mobilize and commence the Work on July 1, 2018 (the "Commencement Date") or as otherwise directed in the notice from OSD directing Contractor to proceed with the Work (the "Notice to Proceed"). The Contract shall be for a five (5)-year period ending on June 30, 2023. For avoidance of doubt, the initial term (the "Initial Term") shall be July 1, 2018 to June 30, 2023. The Parties may agree in writing to extend for an additional year or additional years (the "Extended Term"); provided, however, that on or before June 30, 2022, the Parties shall meet and confer, and make a final determination as to whether to extend the Contract, and further provided that any Extended Term shall be on the same terms and conditions set forth in the Contract.

5. Compliance with RFP. Contractor must perform the Work in accordance with the RFP, including all Contract Documents.

6. Contract Price. As full consideration for the full and faithful performance by Contractor of each and all of its obligations pursuant to the Contract, OSD shall pay to Contractor the Contract Price. The Contract Price is subject to increase and or decrease as provided in the Contract Documents. OSD shall pay the Contract Price to Contractor in accordance with the General Conditions.

7. Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract Documents, Contractor hereby represents and warrants to OSD that:

a. Contractor is currently authorized and qualified to conduct business in the State and the County, and Contractor will remain in good standing in the State and the County for the entire term of the Contract.

b. Contractor has carefully examined the Contract and the Contract Documents; is familiar with the Work; and has the expertise, personnel, and resources to timely and properly conduct the Work.

c. Contractor has the right, power, and authority to enter into the Contract, including this Carrier Agreement and all Contract Documents, and to perform its obligations hereunder and under the Contract.

d. This Carrier Agreement constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Carrier Agreement does not violate any provision of any material agreement or document to which Contractor is a party or by which Contractor is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Contractor's knowledge, threatened against Contractor arising out of or concerning Contractor's performance under this Carrier Agreement. There are no suits, actions, or proceedings pending, or to Contractor's knowledge, threatened against Contractor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Contractor are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Contractor shall be in material default if Contractor is unable to make the representations and warranties hereunder as of the Effective Date.

8. Due Authority of Signatories. Each person signing this Carrier Agreement on behalf of the Parties represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to this Carrier Agreement and the Contract.

9. Termination of Contract. The Contract, including this Carrier Agreement, may be terminated only in accordance with section 3 – Terms and Conditions of Proposal and Contract.

10. Governing Law; Venue. The Contract, including this Carrier Agreement, shall be construed in accordance with the laws of the State without regard to conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County.

11. No Assignment. Contractor shall not assign this Carrier Agreement or its rights and obligations hereunder without OSD's prior written consent. Subject to the foregoing, all the provisions of this Carrier Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. No Waiver. The failure of OSD in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

13. Amendments. No addition to or modification of any term or provision of this Carrier Agreement shall be effective unless set forth in writing and signed by the Parties.

14. Time is of the Essence. Time is of the essence of each and every provision of the Contract. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in the Contract is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

15. Headings. The paragraph and subparagraph headings in the Contract are used for the purpose of convenience only and shall not be deemed to limit the subject of the paragraphs or subparagraphs.

16. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Carrier Agreement shall be deemed to be inserted herein, and this Carrier Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party this Carrier Agreement shall forthwith be physically amended to make such insertion or correction.

17. Severability. If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

18. Counterparts. This Carrier Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Carrier Agreement by and through signature of their respective duly authorized representatives as of the Effective Date.

"CONTRACTOR"

_____

_____

_____

Durham School Services, L.P

_____

_____

Gary Waits, CEO of Student Transportation

_____

(Authorized Representative's Signature)

"OXNARD SCHOOL DISTRICT"

Lisa A. Franz, Director, Purchasing

Lisa A. Franz 4-20-18

(Authorized Representative's Signature)

REVISIONS TO CLARIFICATIONS
April 18, 2018

1. Change in Scope of Services

This Agreement contemplates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 during any school year, then the parties agree to renegotiate in good faith the rates provided in the Price Proposal Form if such renegotiation is requested by Contractor. If the average daily number of routes,-is changed by, ten percent (10%) or more, then both parties agree to renegotiate in good faith the rates provided in the Price Proposal Form if such renegotiation is requested by Contractor. If the parties cannot reach an agreement, Contractor may, at its option, continue to operate the Agreement at the original rates or terminate the Agreement upon ninety (90) days written notice.

2. Change in Law

Notwithstanding any contrary statements in this Agreement or in any documents incorporated herein by reference, in the event any federal, state, local or other government body's statutes, laws, rules, or regulations impact Contractor's methods and/or costs in connection with the provision of services hereunder (e.g., changes in healthcare or other benefits requirements, changes in equipment requirements, changes in services requirements, changes in unemployment insurance benefit requirements, etc.), and the impact of such changes materially impacts the methods and/or costs of the Contractor in connection with providing the Bus Service hereunder during the term of the Agreement, Contractor, upon written notice to District, may request a renegotiation of the Agreement which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Agreement upon ninety (90) days' notice.

SchoolBus Transportation

3. Force Majeure

District shall not be allowed to levy any damages or penalties, liquidated or otherwise during the time and to the extent that Contractor is prevented from performing in the customary manner which is beyond the control of Contractor.

4. Liquidated Damages

District must notify the General Manager (of the Contractor location that performs the services) in writing (an email to the General Manager is an acceptable form of notice) within three (3) days of an occurrence giving rise to a liquidated damage claim and must assess such liquidated damage claim within 30 days of its occurrence. Failure to timely notify or assess shall relieve Contractor of its obligation to pay liquidated damages for such occurrence. Notice must provide a reference to the contract provision at issue for Contractor to review the claim.

5. Payment Terms

Invoices furnished by the Contractor under the Contract must be in a form acceptable to the District. All amounts paid by the District shall be subject to audit by the District or its designee. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, period of service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, and total payment requested. Contractor is required to invoice the District within (10) school days following the first of each month for services rendered the prior month. After first deducting any amounts hereafter referred to, the balance due the Contractor will be paid-within 30 days.

Payment for such services will be made in check, money order, or ACH or wire transfers within 30 days after receipt of invoice, including supporting documentation, not to exceed thirty (30) calendar days. Payment by credit card is accepted but requires an increase in the invoiced amount of two and one-half percent (2.5%) to cover processing fees.

In the event sums due and payable are not received within thirty (30) calendar days, a late charge of .5% per month or the maximum percentage allowed by law, whichever is less, of the outstanding balance will be assessed upon the account.

School Bus Transportation

6. Assignment

Contractor may assign or transfer any of its rights, burdens, duties, or obligations under this Agreement to its parent company, affiliates, subsidiaries, or related legal entities. Contractor will advise District of such assignment or transfer.

7. Indemnification

To the fullest extent allowed by law, the Contractor agrees to hold harmless, defend, and indemnify the District and its officers, agents, and employees from and against any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Contract. To the fullest extent allowed by law, the Contractor also agrees to hold harmless, defend, and indemnify the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to the Contractor in connection with the performance of the Contract. The Contractor's hold harmless, defense and indemnity obligations under the Contract shall not be limited by the insurance requirements set forth in the Contract. This provision survives termination of the Contract.

8. Labor/Employment

Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein, and shall not be in violation of any federal, state or local law.

9. Medical Procedures

Contractor will provide First Aid and CPR subject to Contractor's guidelines, a copy of which will be provided to District. Contractor will not provide other medical services, including, but not limited to: DiaStat; Versa Magnet; or Tracts and tube medical procedures unless such services are required of a private school bus contractor by state or federal law.

10. Termination

The District may terminate the Contract without cause at any time with ninety (90) days written notice to the Contractor. The District may terminate the Contract with cause at any time with thirty (30) days written notice to the other party.

Termination for cause shall be at the District's sole discretion and shall be, but is not limited to, failure to provide service specified within the time allowed or within the terms, conditions or provisions of this Contract.

12. Right to Withhold

The District has the right to withhold a pro rata portion of the payment to the Contractor when, in the sole opinion of the District, expressed in writing to the Contractor (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented; (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its work or records, and/or (c) the Contractor has failed to sufficiently itemize or document its demand(s) for payment.

13. Attorneys' Fees and Costs

Please revise page 24, Attorney's Fees and Costs as follows:
In the event a suit or action is instituted in connection with any controversy arising out of the Contract, the prevailing party shall be entitled to recover such sum, as the court may adjudge reasonable as to reasonable attorney's fees and costs.

14. Invoicing – Home to School

Time and mileage for Home to School services shall begin at the point of first pickup and end at the last point of drop-off.

15. Invoicing – Field Trips

Time and mileage for Field Trips shall begin and end at the Contractor's facility located within the boundaries or city limits of Oxnard.

OXNARD SCHOOL DISTRICT:	**DURHAM SCHOOL SERVICES:**
Lisa A. Franz	
Signature	*Signature*
Lisa A. Franz, Director, Purchasing	
Typed Name/Title	*Gary Waits, CEO of Student Transportation*
4-20-18	
Date	*April 2, 2018*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Willis of New York, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Express LLC
2601 Navistar Drive Building 5
Lisle, IL 60532

COVERAGES

CERTIFICATE NUMBER: W5895965 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		MWZY 311240	11/01/2017	11/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 5,000,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		MWTB 311238	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 31123700	11/01/2017	11/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Sexual Abuse/ Molestation Covera	Y		MWZY 311240	11/01/2017	11/01/2018	Per Occurrence	$3,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER

Oxnard School District
Attn: Director of Purchasing
1051 South A Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 15978431 BATCH: 672017

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of New York, Inc.	NAMED INSURED National Express LLC 2601 Navistar Drive Building 5 Lisle, IL 60532
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

It is agreed that Oxnard School District is included as an Additional Insured as respects to General Liability, Sexual Abuse/Molestation Coverage and Auto Liability. Garage Liability is included under Auto Liability coverage. Limit $1,000,000. Sexual Molestation is included under General Liability.

INSURER AFFORDING COVERAGE: Old Republic Insurance Company NAIC#: 24147

POLICY NUMBER: MWZX 311239 EFF DATE: 11/01/2017 EXP DATE: 11/01/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Auto Liability	Each Occurrence	5,000,000

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SR ID: 15978431 BATCH: 672017 CERT: W5895965

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Oxnard School District
Attn: Director of Purchasing
1051 South A Street
Oxnard CA 93030

With respect to **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;

2. an "employee" of yours; or

3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 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 Attn: Director of Purchasing 1051 South A Street Oxnard, CA 93030
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.

© Insurance Services Office, Inc., 2012

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-52 – Children's Therapy Network Inc. (DeGenna/Edwards)

Children's Therapy Network Inc. will provide supplemental staffing for Oxnard School District Special Education Students on an "as needed" basis. Children's Therapy Network Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children's Therapy Network will provide the following supplemental staffing/services upon request:

•Speech Language Therapist
•Physical Therapist
•Occupational Therapist
•Licensed Assistant
•Evaluations/Assessments
•Parent Education Classes
•Recreational Services

FISCAL IMPACT:

Not to exceed $5,000.00 per attached Service Fee Schedule – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-52 with Children's Therapy Network Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #20-52, Children's Therapy Network Inc. (4 Pages)
Addendum (1 Page)
Rate Schedule (1 Page)
Certificate of Insurance (3 Pages)

AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of _September 2, 2020_ by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and ("Client").

RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

A. Services to be provided by CTN: CTN will render the services described below:
   a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.

   b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.

   c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement
   a. This Agrement shall be for a period of _12_ months beginning _August 1, 2020__ through July, 31, 2021____, which includes the extended school year time.

   b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.

C. Services to be provided by Client
   a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. The list requires, but is not limited to the following:
      1. Most Current and complete IEP, including all goals;
      2. Medical history or most recent evaluation;
      3. Current grade level;
      4. Case manager contact information;
      5. Teacher's name and contact information;
      6. Parent name and contact information;
      7. School Location;
      8. Service Location.
      9. ISA or PO as a promise to pay.

D. CTN's Fee and Payment Thereof
   a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet

1. In consideration of the services to be rendered by CTN, Client agrees to pay to CTN a fee at the rate of
    a. Individual treatment $127.50 per discipline service, per hour, per student.
    b. Group treatment (2-4 students) $95.00 per discipline, per hour, per student.
    c. For an evaluation a fee rate of $_500.00___ per discipline service. Evaluations will include testing and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of $127.50 per hour billed as IEP time. CTN's fees shall be paid monthly on a 30 day net, by Client upon receipt of an invoice each month detailing the fees incurred for the previous month. See attached exhibit for details.
2. CTN will provide monthly billing logs as follows:
    a. Master summary of all students and total treatment time rendered on a monthly basis.
    b. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
    c. Treatment notes upon request.
    d. Signed Service Logs upon request.

3. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of $127.50.

4. Administrative time will be paid at the hourly rate of $127.50 for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.

5. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.

6. No Show or cancelation will be paid at the rate of $127.50 per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.

7. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not be issued when a student fails to take advantage of a service as offered.

8. Drive time: Client agrees to pay the hourly fee of $127.50 for drive time for CTN therapists to commute to and from CTN office to the school location when location of student is <u>more than 25 miles from a CTN office.</u>

9. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is <u>more than 25 miles from a CTN office</u>.

E. <u>Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement</u>

a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTNs services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days' notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its

sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.

b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.

In the event of Client's failure to pay an invoice past 60 days of the invoice date, CTN shall have the right to suspend services or terminate this Agreement.

6. Hold Harmless

a. CTN hereby agrees to indemnify, defend and hold harmless Client and its departments, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

c. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damage or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least $1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.

b. CTN will maintain workers compensation insurance for all therapists providing services to clients, as deemed appropriate by workers compensation regulations.

c. CTN will maintain proper and up to date for each therapist providing services to Client:

1. Professional Licenses.
2. Tuberculosis testing.
3. CPR certifications.
4. Fingerprinting
5. Criminal background checks

d. CTN will maintain an up to date and current Non-Public Agency Certificate.
e. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
f. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
g. Time is of the essence with respect to the various provisions of this Agreement.

h. This Agreement may not be amended except in writing signed by both parties to this Agreement.
i. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
j. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network

1857 Knoll Dr.
Ventura Ca 93003
Phone: 805-667-8200

Agency:
Oxnard School District

Address: ***1051 South A Street***
Oxnard, CA 93030

(805) 385-1501
Phone:

C Woods–Pierce DPT, PT, CCO

Contractor Signature and Title

Agency Signature and Title

Print Name of Title

Lisa A. Franz, Director, Purchasing
Print Name and Title:

5/30/2020
Date:

Date:

Niños Felices

Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 www.ChildrensTherapyNetwork.net

ADDENDUM TO _Oxnard School District _____

This Addendum (this **"Addendum"**) is entered in by Children's Therapy Network, Inc., a California Corporation **("CTN")**, and **_Oxnard School District _____ ("Recipient"),** and is an addendum to and supplements that certain agreement between CTN and Recipient dated _September 2, 2020__ **("Contract"),** whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledge, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand ($6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.

2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.

3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children's Therapy Network, Inc. a California Corporation

By: _CWoods–Prince DPT, PT, CEO_
Cassandra Woods, DPT, PT, CEO

Oxnard School District

By: _____
Print Name: _Lisa A. Franz_____
Title:_Director, Purchasing_____

NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc. (Ventura)	10/1/2019
NPA Name	**Date**

Related Services	Service Abbreviation	Fees	Time Allotment (hour, day, or month)
Adapted Physical Education - 5 CCR § 3051.5	APE		
Assistive Technology Services - 5 CCR § 3051.19	ATS		
Audiological Services - 5 CCR § 3051.2	AS		
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID		
Behavior Intervention – Implementation - 5 CCR § 3051.23	BII		
Counseling and Guidance Services - 5 CCR § 3051.9	CG		
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE		
Health and Nursing Services - 5 CCR § 3051.12	HNS		
Language and Speech Development and Remediation - 5 CCR § 3051.1	LSDR	$127.50	per hour/Individual
Music Therapy - 5 CCR § 3051.21	MT		
Occupational Therapy Services - 5 CCR § 3051.6	OT	$127.50	per hour/Individual
Orientation and Mobility Instruction - 5 CCR § 3051.3	OM	$127.50	per hour/Individual
Parent Counseling and Training - 5 CCR § 3051.11	PCT		
Physical Therapy Services - 5 CCR § 3051.6	PT	$127.50	per hour/Individual
Psychological Services Other Than Assessment and IEP Development - 5 CCR § 3051.10	PS		
Recreation Services - 5 CCR § 3051.15	RS		
Social Worker Services - 5 CCR § 3051.13	SW		
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI		
Specialized Services for Low Incidence - 5 CCR § 3051.16 ***(MUST Identify Below) -***	LI		
Briefly name Low Incidence:			
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD		
Transcription Services - 5 CCR § 3051.22	TS		
Vision Services - CCR § 3051.7	VS		
Other Related Service - 5 CCR § 3051.24 ***(MUST Identify Below)****	OTH*		
Name Other Service:			

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04 of this application packet.

1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone:1-888-288-3534 Fax:1-847-953-0134
Website:www.hpso.com

10/28/19

Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Dear Cassandra Woods:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-888-288-3534. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 10/28/2019

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0433869335	from 11/01/19 to 11/01/20 at 12:01 AM Standard Time

Named Insured and Address:
Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-888-288-3534
www.hpso.com

Medical Specialty: Physical Therapist Firm
Code: 80995

Excludes Cosmetic Procedures

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street Chicago, IL 60606

Professional Liability $1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	$ 25,000	per incident	$ 25,000	aggregate
Retroactive Date: 11/01/2015				
(Defense inside limits)				

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000 aggregate sublimit

Total: $ 3,519.00

Base Premium $3,519.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C1	G-145184-A	G-147292-A	GSL15564	GSL15565
GSL17101	GSL13424	GSL13425	CNA80052	G-123846-D04	CNA81753	CNA81758
CNA82011	CNA79516	CNA79575				

Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
CNA79516	Enterprise Privacy Protection

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-62 – Children's Therapy Network Inc. (DeGenna/Edwards)

Children's Therapy Network Inc. will provide supplemental staffing for Private School Special Education Students on an "as needed" basis. Children's Therapy Network Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Children's Therapy Network will provide the following supplemental staffing/services upon request:

•Speech Language Therapist
•Physical Therapist
•Occupational Therapist
•Licensed Assistant
•Evaluations/Assessments
•Parent Education Classes
•Recreational Services

FISCAL IMPACT:

Not to exceed $10,000.00 per attached Service Fee Schedule – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-62 with Children's Therapy Network Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #20-62, Children's Therapy Network Inc. (4 Pages)
Addendum (1 Page)
Rate Sheet (1 Page)
Certificate of Insurance (3 Pages)

AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of _September 2, 2020_ by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and ("Client").

RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

A. Services to be provided by CTN: CTN will render the services described below:
   a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy and licensed assistant and Parent Education classes for Client and will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.

   b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.

   c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.

B. Terms of Agreement
   a. This Agrement shall be for a period of _12_ months beginning _August 1, 2020__ through July, 31, 2021____, which includes the extended school year time.

   b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.

C. Services to be provided by Client
   a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. The list requires, but is not limited to the following:
      1. Most Current and complete IEP, including all goals;
      2. Medical history or most recent evaluation;
      3. Current grade level;
      4. Case manager contact information;
      5. Teacher's name and contact information;
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   a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet

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    a. Individual treatment $127.50 per discipline service, per hour, per student.
    b. Group treatment (2-4 students) $95.00 per discipline, per hour, per student.
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3. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of $127.50.

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9. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is <u>more than 25 miles from a CTN office</u>.

E. <u>Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement</u>

a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTNs services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days' notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its

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In the event of Client's failure to pay an invoice past 60 days of the invoice date, CTN shall have the right to suspend services or terminate this Agreement.

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c. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damage or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least $1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.

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2. Tuberculosis testing.
3. CPR certifications.
4. Fingerprinting
5. Criminal background checks

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e. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
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g. Time is of the essence with respect to the various provisions of this Agreement.

h. This Agreement may not be amended except in writing signed by both parties to this Agreement.
i. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
j. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

Contractor:

Children's Therapy Network Inc.
DBA Cooperative Therapy Network

1857 Knoll Dr.
Ventura Ca 93003
Phone: 805-667-8200

Agency:
Oxnard School District

Address: ***1051 South A Street***
Oxnard, CA 93030

(805) 385-1501
Phone:

C Woods–Pierce DPT, PT, CCO

Contractor Signature and Title

Agency Signature and Title

Print Name of Title

Lisa A. Franz, Director, Purchasing
Print Name and Title:

5/30/2020
Date:

Date:

Niños Felices
Children's Therapy Network
HELPING CHILDREN GROW
(805) 667-8200 www.ChildrensTherapyNetwork.net

ADDENDUM TO _Oxnard School District _____

This Addendum (this **"Addendum"**) is entered in by Children's Therapy Network, Inc., a California Corporation **("CTN")**, and **_Oxnard School District _____ ("Recipient"),** and is an addendum to and supplements that certain agreement between CTN and Recipient dated _September 2, 2020__ **("Contract"),** whereby CTN will provide certain services to Recipient.

In consideration of the mutual promises, covenants, conditions, obligations, representations and warranties set forth in the Contract, and for other good and valuable consideration, which is hereby acknowledge, in addition to those terms and conditions set forth in the Contract, the parties hereby agree to be subject to the following terms:

1. **Non-Interference.** Recipient acknowledges that CTN has or will recruit, train and employ or contract with therapist, aides and/or other persons for providing services to Recipient under the terms of the Contract. Recipient acknowledges that this is a costly of CTN's efforts and services. If Recipient, during the term of the Contract or within one (1) year following the termination of the Contract, directly or indirectly employs any person who shall pay CTN the sum of Six Thousand ($6,000) per person, which sum accurately reflects the reasonable value of CTN's time and costs.

2. **Integration.** This Addendum is made a part of the Contract as if set forth in full therein.

3. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument, a fully executed Addendum, binding on the parties hereto. The signature on any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of Contract.

Children's Therapy Network, Inc. a California Corporation

By: _CWoods–Prince DPT, PT, CEO_
Cassandra Woods, DPT, PT, CEO

Oxnard School District

By: _____
Print Name: _Lisa A. Franz_____
Title:_Director, Purchasing_____

NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc. (Ventura)	10/1/2019
NPA Name	**Date**

Related Services	Service Abbreviation	Fees	Time Allotment (hour, day, or month)
Adapted Physical Education - 5 CCR § 3051.5	APE		
Assistive Technology Services - 5 CCR § 3051.19	ATS		
Audiological Services - 5 CCR § 3051.2	AS		
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID		
Behavior Intervention – Implementation - 5 CCR § 3051.23	BII		
Counseling and Guidance Services - 5 CCR § 3051.9	CG		
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE		
Health and Nursing Services - 5 CCR § 3051.12	HNS		
Language and Speech Development and Remediation - 5 CCR § 3051.1	LSDR	$127.50	per hour/Individual
Music Therapy - 5 CCR § 3051.21	MT		
Occupational Therapy Services - 5 CCR § 3051.6	OT	$127.50	per hour/Individual
Orientation and Mobility Instruction - 5 CCR § 3051.3	OM	$127.50	per hour/Individual
Parent Counseling and Training - 5 CCR § 3051.11	PCT		
Physical Therapy Services - 5 CCR § 3051.6	PT	$127.50	per hour/Individual
Psychological Services Other Than Assessment and IEP Development - 5 CCR § 3051.10	PS		
Recreation Services - 5 CCR § 3051.15	RS		
Social Worker Services - 5 CCR § 3051.13	SW		
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI		
Specialized Services for Low Incidence - 5 CCR § 3051.16 ***(MUST Identify Below) -***	LI		
Briefly name Low Incidence:			
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD		
Transcription Services - 5 CCR § 3051.22	TS		
Vision Services - CCR § 3051.7	VS		
Other Related Service - 5 CCR § 3051.24 ***(MUST Identify Below)****	OTH*		
Name Other Service:			

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04 of this application packet.

1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone:1-888-288-3534 Fax:1-847-953-0134
Website:www.hpso.com

10/28/19

Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Dear Cassandra Woods:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-888-288-3534. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 10/28/2019

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0433869335	from 11/01/19 to 11/01/20 at 12:01 AM Standard Time

Named Insured and Address:
Children's Therapy Network, Inc.
1857 Knoll Dr
Ventura, CA 93003-7321

Program Administered by:
Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-888-288-3534
www.hpso.com

Medical Specialty: Physical Therapist Firm
Code: 80995

Excludes Cosmetic Procedures

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street Chicago, IL 60606

Professional Liability $1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	$ 25,000	per incident	$ 25,000	aggregate
Retroactive Date: 11/01/2015				
(Defense inside limits)				

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000 aggregate sublimit

Total: $ 3,519.00

Base Premium $3,519.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C1	G-145184-A	G-147292-A	GSL15564	GSL15565
GSL17101	GSL13424	GSL13425	CNA80052	G-123846-D04	CNA81753	CNA81758
CNA82011	CNA79516	CNA79575				

Chairman of the Board

Secretary

Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	DESCRIPTION
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
CNA79516	Enterprise Privacy Protection

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 014 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Change Order No. 014 addresses additional scope directed by the Architect to install an additional retaining curb under the perimeter fence at South Alley planter required to match existing South Alley existing elevations. This change also includes District requested scope revisions necessary to revise the planned original fence scope to better match existing conditions (i.e., perimeter fence height 8 foot height and 1-inch chain link fabric); and, to procure and install revised playground equipment. Also, per CCD-005, this change addresses revisions which add a mortar bed and additional threshold at Restroom 418. Included in this change are also design clarification items directed by the Architect, such as, added asphalt paving (approx. 6,400 SF) at Kindergarten play area; and, the addition of a wire reinforced mortar bed at second floor restrooms 443, 444 and 446. Change Order No. 014 provides for the Board's consideration and ratification of the following COR's:

•COR No. 254 RO - South Alley Retaining Wall
•COR No. 258 RO – RFI 366 - Fence Heights & Fabric
•COR No. 261 RO - Add Eagle Perch At Play Equipment
•COR No. 265 RO – RFI 397 - KDG Paving Clarification
•COR No. 267 RO – PR 20 – CCD 005
•COR No. 270 RO – RFI 361 - Level 2 Tile Setting Base Clarification

FISCAL IMPACT:

Sixty-Four Thousand Nine Hundred Thirty-Three Dollars and No Cents ($64,933.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #014 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 014 (2 Pages)
COR No. 254 RO - South Alley Retaining Wall (4 Pages)
COR No. 258 RO - RFI 366 - Clarification on Fence Heights and Fabric (9 Pages)
COR No. 261 RO - Add Eagle Perch at Play Equipment (10 Pages)
COR No. 265 RO - RFI 397 - KDG Paving Clarification (10 Pages)

COR No. 267 RO - PR 20 - CCD 005 (12 Pages)
COR No. 270 - RFI 361 - Level 2 Tile Setting Base Clarification (6 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CHANGE ORDER

Date: 9/2/2020 **CHANGE ORDER NO. 014**

PROJECT: **MCKINNA ES RECONSTRUCTION**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-41

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

ARCHITECT **Perkins Eastman**
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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…… **$ 28,319,338.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-013)…… **$ 679,372.00**

ADJUSTED CONTRACT SUM……...**$ 28,998,710.00**

NET CHANGE - **$ 64,993.00**

Total Change Orders to Date: …..…… **$ 744,365.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 014... …… **$ 29,063,703.00**

Commencement Date: ……July 16, 2018
Original Completion Date: ……February 15, 2020
Original Contract Time: ……580 Calendar Days
Time Extension for all Previous Change Orders: ……Zero Calendar Days
Time Extension for this Change Order: ……...Zero Calendar Days
Adjusted Completion Date: ……February 15, 2020

Percentage ……..**(2.63%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO_254-South Alley Retaining Wall	$3,533.00			
2.	PCO_258-RFI_366-Fence Heights & Fabric		$10,420.00		
3.	PCO_261-Add Eagle Perch At Play Equipment		$4,931.00		
4.	PCO_265-RFI_397-KG Paving Clarification			$35,359.00	
5.	PCO_267-PR_20-CCD_005		$1,768.00		
6.	PCO_270-RFI_361-Level 2 Tile Setting Base Clarification			$8,982.00	
	Totals	**$3,533.00**	**$17,119.00**	**$44,341.00**	**$0.00**

Total Change Order No. 014 ……..$64,993.00

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR:_____ **DATE:**_____

_____ **DATE:**_____
INTERIM ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

INTERIM ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

CHANGE ORDER REQUEST

COR No. 254 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

South Alley Swale Retaining Wall

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	3,260
	Subtotal:	3,260
Contractual Costs		
Fee		168
Subcontract Default Insurance		39
CCIP		41
Contractor Bond		25
	Subtotal:	273
	Total Change Order Request Amount:	**3,533**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☑ FIELD CONDITIONS
- ☐ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

Date
3/23/2020

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 #
28

Description of New Work Requested	Quantity	Rate	Amount
Job Address: McKinna ES Description: Per request by Jaime P., install 6" x 24" natural gray retaining curb under fence at South Alley planter, reinforced with #4 rebar continuous top and bottom, pour natural grey concrete and provide broom finish.			
Foreman	8	85.00	680.00
Mason-Layout/Form	8	71.13	569.04
Forming Lumber	25	4.35	108.75
Material - Rebar	45	0.70	31.50
Mason - Set Rebar	1	71.13	71.13
Concrete Ready Mix	3	110.00	330.00
Ready Mix AB219 Fee	1	300.00	300.00
Short Load	7	25.00	175.00
Mason - Pour/Finish	8	71.13	569.04
Subtotal			2,834.46
Office & administration		15.00%	425.17
Total			$3,259.63

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 seperate 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:**	Cement Mason
Date:	9/20/2019	**Classification:**	Journeyman
Project:	McKinna		
Rate Effective Through:	July 1, 2020	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 37.00	$ 55.50	$ 74.00
	Vacation & Holiday Accrual	$ 4.55	$ 4.55	$ 4.55
	Hourly Taxable Wage Costs Subtotal	**$ 41.55**	**$ 60.05**	**$ 78.55**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.29	$ 3.44	$ 4.59
	Medicare	$ 0.54	$ 0.80	$ 1.07
	FUI	$ 0.22	$ 0.33	$ 0.44
	SUI	$ 1.26	$ 1.89	$ 2.52
	Workers Compensation Insurance	$ 4.01	$ 6.02	$ 8.03
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 8.33**	**$ 12.49**	**$ 16.65**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 8.17	$ 8.17	$ 8.17
	Pension & Retirement (or equivalent)	$ 9.68	$ 9.68	$ 9.68
	Training (or equivalent)	$ 0.64	$ 0.64	$ 0.64
	Other	$ 2.76	$ 2.76	$ 2.76
	Hourly Benefits Subtotal	**$ 21.25**	**$ 21.25**	**$ 21.25**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 71.13**	**$ 93.79**	**$ 116.45**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

HOURLY LABOR COST RATES

Sub/Contractor:	B&M Contractors, Inc.	**Trade:**	Operator Group 3
Date:	9/20/2019	**Classification:**	Journeyman
Project:	McKinna		
Rate Effective Through:	July 1, 2020	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 48.12	$ 72.18	$ 96.24
	Vacation & Holiday Accrual	$ 3.55	$ 3.55	$ 3.55
	Hourly Taxable Wage Costs Subtotal	**$ 51.67**	**$ 75.73**	**$ 99.79**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.98	$ 4.48	$ 5.97
	Medicare	$ 0.70	$ 1.05	$ 1.40
	FUI	$ 0.29	$ 0.43	$ 0.58
	SUI	$ 1.64	$ 2.45	$ 3.27
	Workers Compensation Insurance	$ 5.22	$ 7.83	$ 10.44
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 10.83**	**$ 16.24**	**$ 21.65**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.60	$ 11.60	$ 11.60
	Pension & Retirement (or equivalent)	$ 11.15	$ 11.15	$ 11.15
	Training (or equivalent)	$ 1.05	$ 1.05	$ 1.05
	Other	$ 0.39	$ 0.39	$ 0.39
	Hourly Benefits Subtotal	**$ 24.19**	**$ 24.19**	**$ 24.19**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 86.69**	**$ 116.16**	**$ 145.63**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

CHANGE ORDER REQUEST

COR No. 258 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

Remove and Replace post South

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	A-1 Fence Company	9,613
	Subtotal:	9,613
Contractual Costs		
Fee		496
Subcontract Default Insurance		115
CCIP		122
Contractor Bond		74
	Subtotal:	807
	Total Change Order Request Amount:	**10,420**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☑ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

A-1 FENCE COMPANY

We support: Special Olympics Southern California

License #528260

Office: 714-630-3390
Office - Toll free: 800-439-6014

2831 E. La Cresta Ave.
Anaheim, CA 92806

Fax: 714-630-6013
Fax - Toll free: 800-606-6013

ESTIMATE and/or CONTRACT

TO:	BERNARDS	**JOB:**	MCKINNA ELEM. SCHOOL
ATTN:	JAIME PACE	**LOCATION:**	1611 SOUTH J STREET OXNARD
PHONE:	818-898-1521	**DATE:**	2/14/2020
FAX:	818-898-4909	**REFERENCES:**	COR #9 PER VERBAL DIRECTION
CELL:	310-909-9763	**ADDENDA:**	
FROM:	Michael Lowthers / Michael@a1fence.com	**E-MAIL ADD:**	

he following information outlines the scope of work we intend to bid or provide for this project and our preliminary take-off estimates. Please advise us i you see any discrepancies, require other items of interest or have additional needs, information or addenda.

Item #	Description	Unit of Measure	Unit Qty.	$ per Unit	Totals
1.	F&I ADDITIONAL (11) 2 7/8" POSTS ALONG N ALLEY AREA				
	TOP RAIL & CONCRETE FTGS.	LS	1.0	$4,928.00	$4,928.00
	LABOR 3,194.61				
	MATERIALS 1,733.39				
	PROJECT MANAGEMENT 125.00 3 HRS				
	JOURNEYMAN 67.85 X 12 HRS				
	JOURNEYMAN 67.85 X 12 HRS				
	APPRENTICE 49.92 X 6 HRS				
	SUBSISTENCE 150.00 PER MAN PER DAY X 2 DAYS				
	HOTEL 175.00 PER DAY X 1 DAY				
	SUB TOTAL 2,777.92				
	POH 15% 416.69				
	TOTAL 3,194.61				
				TOTAL:	**$4,928.00**

ALTERNATES OR OPTIONS LISTED BELOW

THIS ESTIMATE IS GOOD FOR 30 DAYS FROM THE DATE SHOWN ABOVE

A-1 Fence: CA DIR- Public WorksContractor Registration # 1000002404; SBA#P0293241;CA Small Business #22062.

SEE PAGE 2 FOR INCLUSIONS AND EXCLUSIONS TO THIS ESTIMATE.
SEE ADDITIONAL PAGE(S) FOR ADDITIONAL TERMS AND CONDITIONS FOR FENCING AND GATE AUTOMATION, AS APPLICABLE.
SEE ATTACHED DRAWINGS FOR ADDITIONAL INFORMATION (IF APPLICABLE)

HOURLY WAGE RATE/FRINGE BENEFIT BREAKDOWN

PERFORMING CONTRACTOR:	A-1 FENCE COMPANY	DATE:	10/23/2019
PRIME CONTRACTOR:	BERNARDS BROS., INC.	CONTRACT/JOB NO.	MCKINNA ELEM. SCHOOL
LOCAL UNION NO.	N/A	OPEN SHOP	YES
CRAFT / TRADE	LABORERS (Group 3)	WORKERS COMP CODE	6400
DATE WAGES EXPIRE:	7/1/2020		

		Journeymen				Apprentice (6th Per)	
LABORER, GRP 3		REG	OT	***LABORER***		REG	OT
BASE HOURLY RATE		36.34	54.51	***BASE HOURLY RATE***		32.50	48.89
TAXABLE FRINGE PAID TO PLAN		-	-	***TAXABLE FRINGE PAID TO PLAN***		3.41	3.41
	Subtotal	**36.34**	**54.51**	***TOTAL TAXABLE WAGES***	**Subtotal**	**35.91**	**52.30**
FRINGES PAID IN CASH TO EMPLOYEE				***FRINGES PAID TO PLAN(S)***			
Vacation		4.87	4.87	Vacation		-	-
Health & Welfare		7.47	7.47	Health & Welfare		5.23	5.23
Pension		8.40	8.40	Pension		1.68	1.68
Apprentice/Training		-	-	Apprentice/Training		0.69	0.69
Other		1.11	1.11	Other		1.11	1.11
TOTAL TAXABLE WAGES		**58.19**	**76.36**				
FRINGES PAID TO PLAN(S)							
Apprentice/Training		0.69	0.69				
	Total Wage	**58.88**	**77.05**		**Total Wage**	**44.62**	**61.01**
PAYROLL TAXES:				***PAYROLL TAXES:***			
FICA	6.20%	3.61	4.73	FICA	6.20%	2.23	3.24
Medicare	1.45%	0.84	1.11	Medicare	1.45%	0.52	1.45%
Federal Unemployment	0.60%	0.35	0.46	Federal Unemployment	0.80%	0.29	0.42
CA State Unemployment	6.20%	3.61	4.73	CA State Unemployment	6.20%	2.23	3.24
CASETT	0.10%	0.06	0.08	CASETT	0.10%	0.04	0.05
	Total PR Taxes	**8.47**	**11.11**		**Total PR Taxes**	**5.30**	**6.97**
Other Insurance*				Other Insurance*			
Workers Compensation				Workers Compensation			
	Total PR Cost including Burden	**67.35**	**88.16**		**Total PR Cost including Burden**	**49.92**	**67.98**

REQUEST FOR INFORMATION

RFI No.: 366

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 09-20-19
Discipline: Architectural

Subject: Clarification on Fence heights and fabric

Response Requested By: 09-27-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A002, A001		

QUESTION

Please review and respond to the questions (in pink) in the following pages.

ANSWER

See attached markups from CFW. All fences along alleyway property lines are to be 8' high, including gates. Mesh at the north alley is to be 1" mesh.

	Name	Company	Date
Response Provided By:	Kevin Griendling, AIA	Perkins Eastman	09.27.19

Question Initiated By: Michael Lowthers - A-1 Fence Company - Author Number:
Submitted By: Arvind Balaji - Bernards

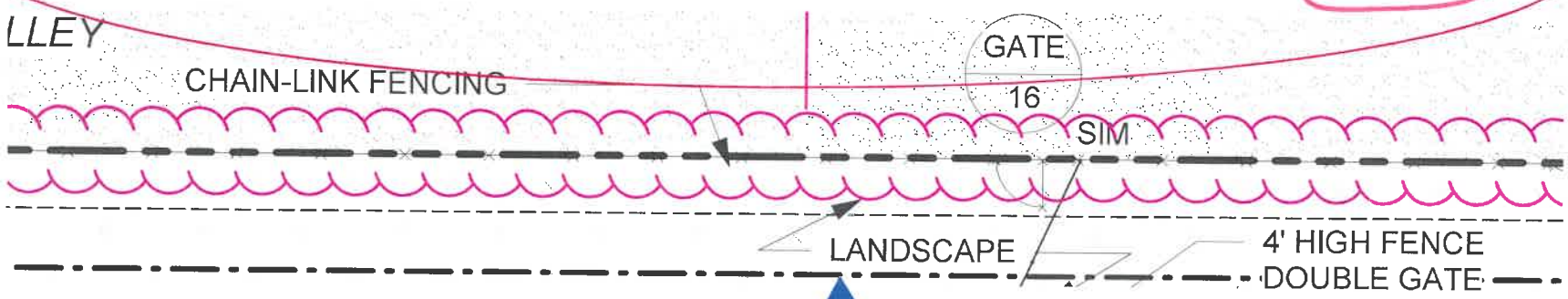
RFI-366, ITEM #3

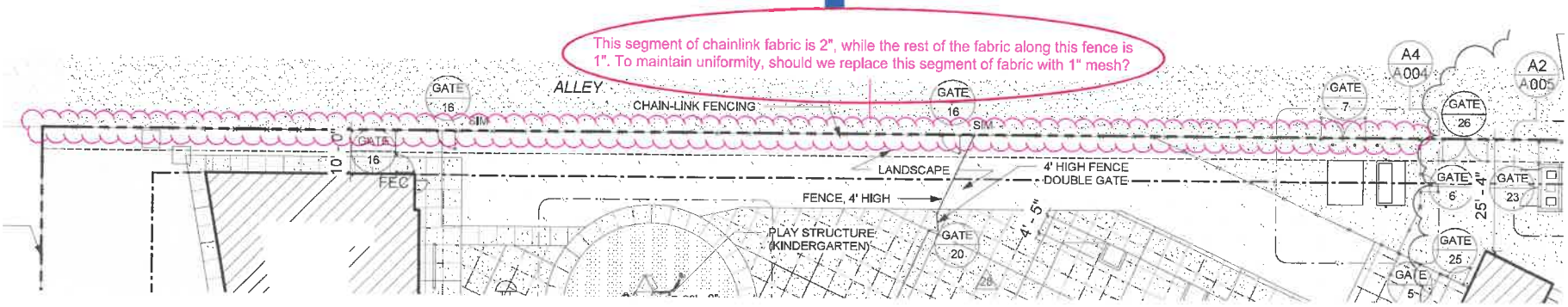
(N) 1" MESH
TO MATCH
(E) 1" MESH

M. MERA
CFW-SPM
9/26/19

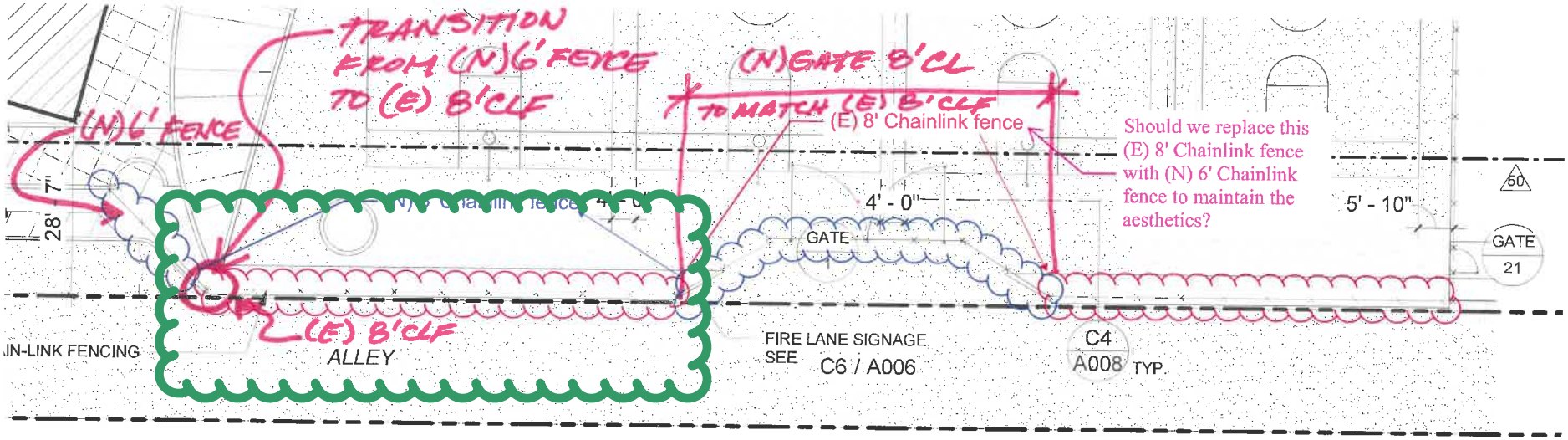
3. North Alley Excerpt from Sheet A002

This segment of chainlink fabric is ~~2"~~ 1", while the rest of the fabric along this fence is 1". To maintain uniformity, should we replace this segment of fabric with 1" mesh?



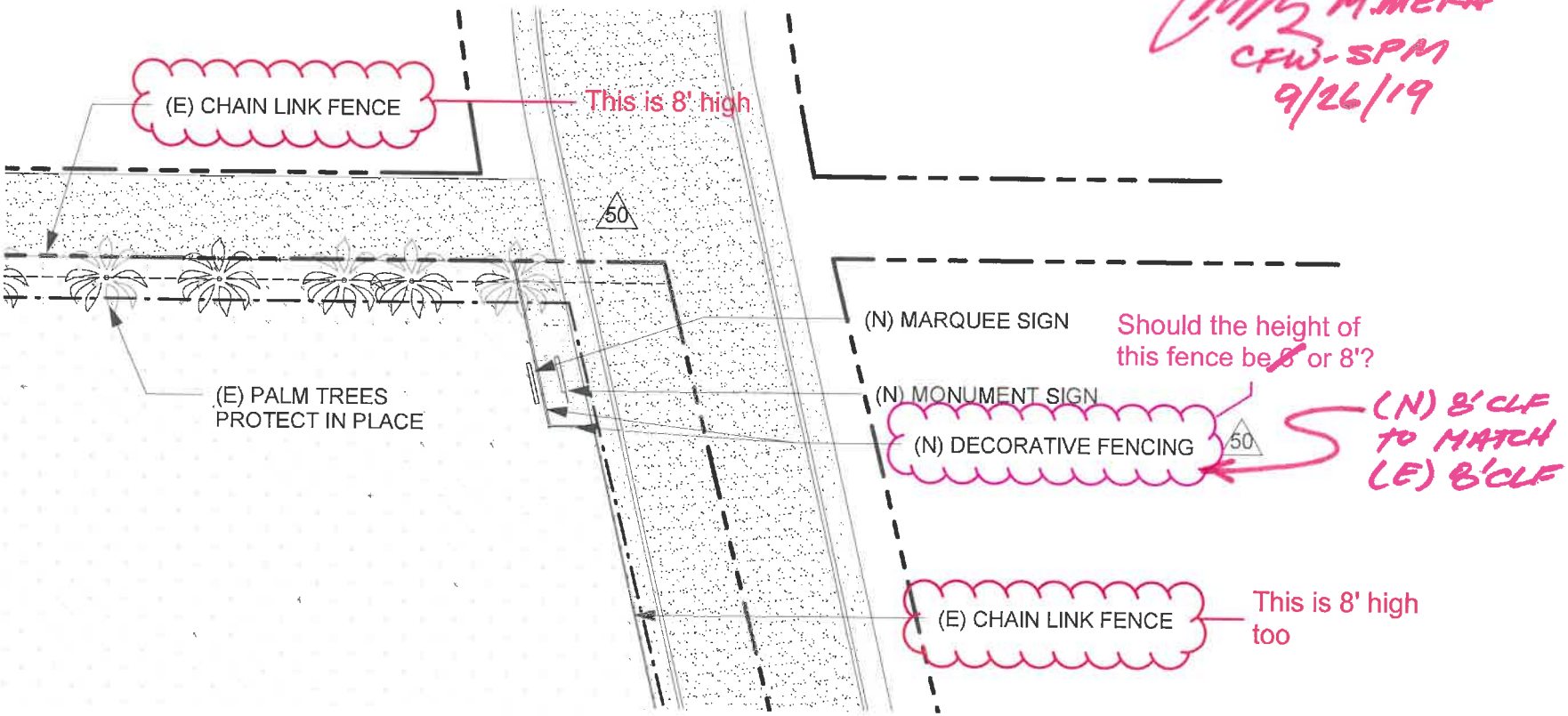


1. South Alley Excerpt from Sheet A002



2. Corner of North Alley & J Street. Excerpt from Sheet A001

M. MERA
CFW-SPM
9/26/19



A-1 FENCE COMPANY

We support: Special Olympics Southern California

License #528260

Office: 714-630-3390
Office - Toll free: 800-439-6014

2831 E. La Cresta Ave.
Anaheim, CA 92806

Fax: 714-630-6013
Fax - Toll free: 800-606-6013

ESTIMATE and/or CONTRACT

TO:	BERNARDS	**JOB:**	MCKINNA ELEM. SCHOOL
ATTN:	JAIME PACE	**LOCATION:**	1611 SOUTH J STREET OXNARD
PHONE:	818-898-1521	**DATE:**	1/27/2020
FAX:	818-898-4909	**REFERENCES:**	COR #8 PER VERBAL DIRECTION
CELL:	310-909-9763	**ADDENDA:**	
FROM:	Michael Lowthers / Michael@a1fence.com	**E-MAIL ADD:**	

he following information outlines the scope of work we intend to bid or provide for this project and our preliminary take-off estimates. Please advise us i you see any discrepancies, require other items of interest or have additional needs, information or addenda.

Item #	Description	Unit of Measure	Unit Qty.	$ per Unit	Totals
1.	REMOVE (7) POST. F&I (7) NEW IRON POSTS @ BLDG. 3				
		LS	1.0	$4,685.00	$4,685.00
	LABOR 3,194.61				
	MATERIALS 1,490.00				
	PROJECT MANAGEMENT 125.00 3 HRS				
	JOURNEYMAN 67.85 X 12 HRS				
	JOURNEYMAN 67.85 X 12 HRS				
	APPRENTICE 49.92 X 6 HRS				
	SUBSISTENCE 150.00 PER MAN PER DAY X 2 DAYS				
	HOTEL 175.00 PER DAY X 1 DAY				
	SUB TOTAL 2,777.92				
	POH 15% 416.69				
	TOTAL 3,194.61				
				TOTAL:	**$4,685.00**

ALTERNATES OR OPTIONS LISTED BELOW

THIS ESTIMATE IS GOOD FOR 30 DAYS FROM THE DATE SHOWN ABOVE

A-1 Fence: CA DIR- Public WorksContractor Registration # 1000002404; SBA#P0293241;CA Small Business #22062.

SEE PAGE 2 FOR INCLUSIONS AND EXCLUSIONS TO THIS ESTIMATE.
SEE ADDITIONAL PAGE(S) FOR ADDITIONAL TERMS AND CONDITIONS FOR FENCING AND GATE AUTOMATION, AS APPLICABLE.
SEE ATTACHED DRAWINGS FOR ADDITIONAL INFORMATION (IF APPLICABLE)

HOURLY WAGE RATE/FRINGE BENEFIT BREAKDOWN

PERFORMING CONTRACTOR:	A-1 FENCE COMPANY	DATE:	10/23/2019
PRIME CONTRACTOR:	BERNARDS BROS., INC.	CONTRACT/JOB NO.	MCKINNA ELEM. SCHOOL
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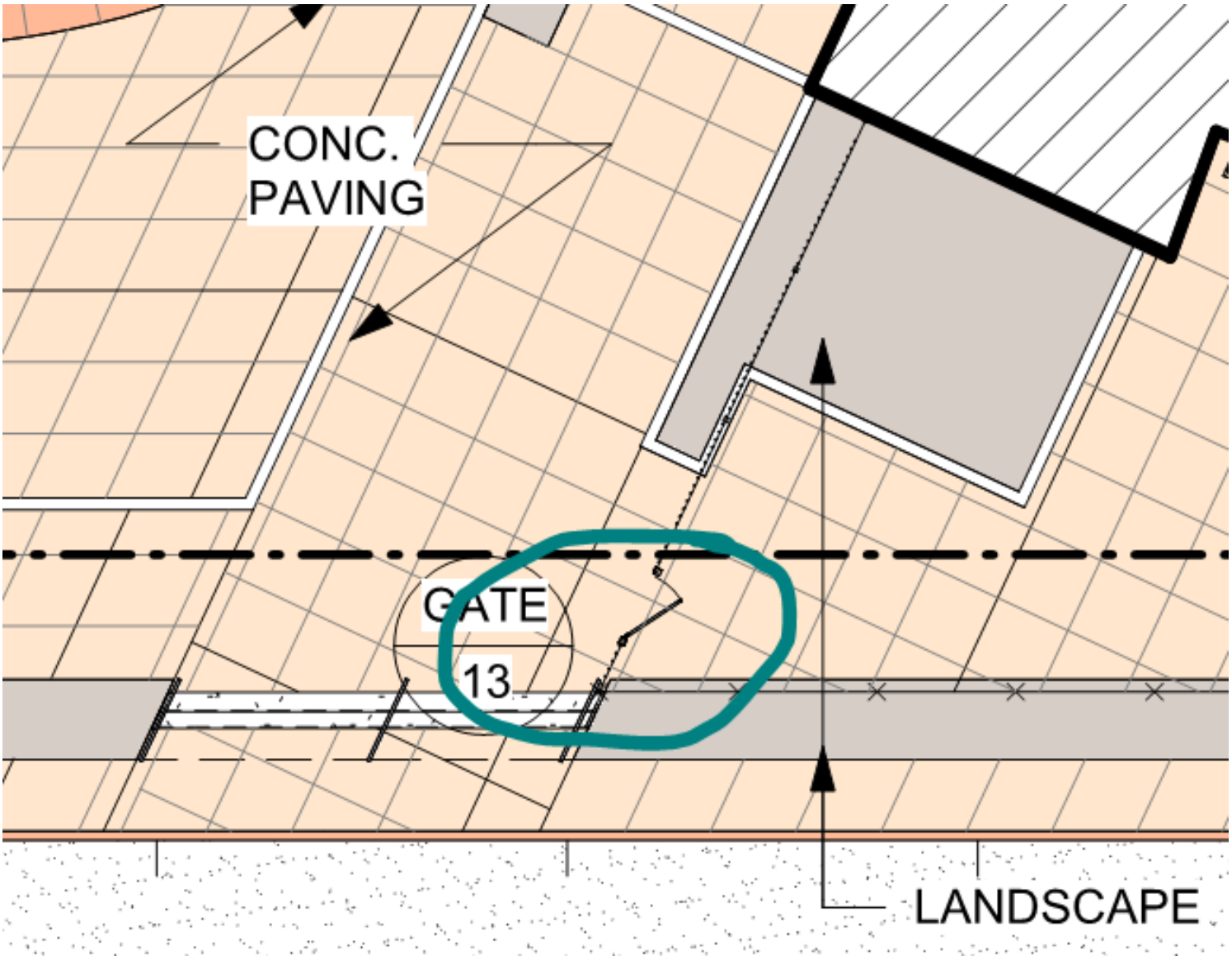
Workers Compensation				Workers Compensation			
	Total PR Cost including Burden	**67.35**	**88.16**		**Total PR Cost including Burden**	**49.92**	**67.98**

South of LRC near the stairs to alley parking. Posts were removed and replaced prior to site concrete to mitigate an ADA issue.



CHANGE ORDER REQUEST

COR No. 261 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

Add Eagle Perch at Play Equipment

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Great Western Installations Inc	4,548
	Subtotal:	4,548
Contractual Costs		
Fee		235
Subcontract Default Insurance		55
CCIP		58
Contractor Bond		35
	Subtotal:	383
	Total Change Order Request Amount:	**4,931**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☑ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

Great Western Recreation 975 S. State Hwy 89 Logan, UT 84321 435-245-5055 02/11/2020
www.gwpark.com Quote #100287-01-01

McKinna ES Eagle's Perch Climber

Oxnard School District
Attn: John Cooper
1055 South C St.
Oxnard, CA 93030
Phone: 805-385-1514 Ext. 2508
jcooper@oxnardsd.org

Ship to Zip 93030

Quantity	Part #	Description	Unit Price	Amount
1	657	GameTime - Eagle'S Perch	$3,557.00	$3,557.00
Contract: OMNIA			**Sub Total**	$3,557.00
			Discount	($569.12)
			Freight	$1,328.27
			Tax	$231.56
			Total	**$4,547.71**

Comments

Shipping to:
1055 South C St
Oxnard, CA 93030

Site Address:
1611 S. J Street
Oxnard, CA 93033

Freight cost is based on Shipping zip provided.

OMNIA PARTNERS

Great Western Recreation 975 S. State Hwy 89 Logan, UT 84321 435-245-5055
www.gwpark.com

02/11/2020
Quote #100287-01-01

McKinna ES Eagle's Perch Climber

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE**: For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION**: Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE**: A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): Jennifer MacLean Title: OSD Program Mgr.

Telephone: 805-201-0684 Fax: _____

P.O. Number: _____ Date: 2/14/20

Purchase Amount: **$4,547.71**

SALES TAX EXEMPTION CERTIFICATE #: _____ FEIN# _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____ Jennifer MacLean
Salesperson's Signature Customer Signature

OMNIA PARTNERS

Great Western Recreation 975 S. State Hwy 89 Logan, UT 84321 435-245-5055
www.gwpark.com

02/11/2020
Quote #100287-01-01

McKinna ES Eagle's Perch Climber

Customer Order Info:

BILLING INFORMATION:

Bill to: Oxnard School District, c/o CFW, Inc.
Contact: Vanin Inapuni
Address: 1901 S. Victoria Ave
Address: #106
City, State: Oxnard CA Zip: 93035
Tel: Fax:

E-mail: vinapuni@cfwinc.com

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to:
Contact:
Address:
Address:
City, State: Zip:
Tel: Fax:

E-mail:

OMNIA PARTNERS

Enriching Childhood Through Play™
1-800-235-2440

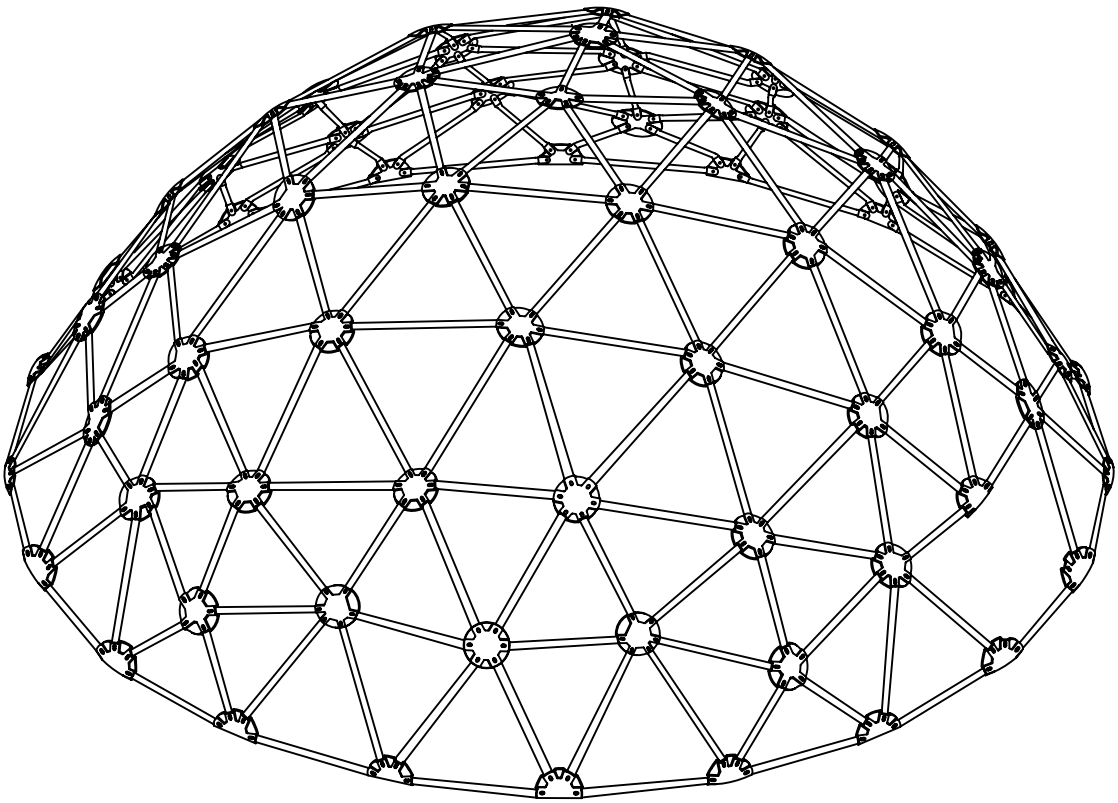
657
EAGLE'S PERCH

ISSUED/REVISED: 7/10/14

⬡ = INSTALLATION DETAIL

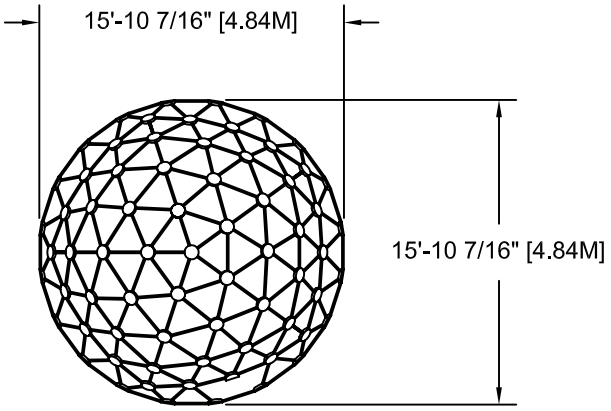
◯ = PARTS LIST REFERENCE

This play equipment is designed for
CHILDREN
5 TO 12
YEARS OLD
Adult supervision is recommended



NOTE:
1.) OWNER/OPERATOR SHALL INSTALL AND MAINTAIN PROTECTIVE SURFACING WITHIN THE USE ZONE (U.S.) OR PROTECTIVE SURFACING ZONE (CANADA) OF ALL PLAY EQUIPMENT TO COMPLY WITH ASTM F-1292 AND ASTM F-1487 (U.S.) or CAN/CSA-Z-614 (CANADA).

2.) THE ASTM USE ZONE AND CSA PROTECTIVE SURFACING ZONE ARE DETERMINED BY EXTENDING THE PRODUCT OUTSIDE DIMENSIONS SHOWN A MINIMUM ADDITIONAL DISTANCE OF 6'-0" [1.8M] IN ALL DIRECTIONS.



TOP VIEW

SPECIFICATIONS

RUNGS: Shall be fabricated of 1-1/16" O.D. galvanized pipe. Each piece shall be precision punched, flattened and have round ends.

CONNECTING PLATE: Shall be fabricated of 11 gauge hot rolled steel.

FINISH: Connecting plates shall be painted with a red, white, blue and yellow powder coat.

GENERAL: Size of the unit shall be approximately 15'-10 7/16" [4.84M] in diameter and 6'-0" [1.83M] high.

HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 300 series stainless steel. Fasteners with yellow dichromate treatment have an electro deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

NOTE: All weights are based on average comparisons of each part.

SPECIFICATIONS: GAMETIME® has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

STOP IMPORTANT PRODUCT INFORMATION AND SAFETY WARNINGS STOP

☐ All equipment should be installed on a soft, resilient, energy-absorbing ground surface. NEVER INSTALL PLAY EQUIPMENT ON CONCRETE OR ASPHALT. A fall on a hard surface can result in serious injury to the equipment user.

☐ ALWAYS FOLLOW INSTALLATION INSTRUCTIONS WHEN ERECTING EQUIPMENT.

☐ Worn surfaces around equipment should be restored. Concrete footings should never be exposed. Surface depth should comply with installation instructions.

☐ Equipment should be placed to eliminate conflicting traffic patterns.

☐ To reduce the risk of clothing entanglement in compliance with ASTM F1487, any bolt end protruding more than two full threads beyond the face of the nut shall be cut-off, filed smooth and treated to prevent corrosion. Sharp edges on pipes should be removed. Check for bent, broken or severely worn pipe and replace.

☐ Test overall stability and rigidity of all play equipment. Check for proper assembly, installation and ground anchoring.

☐ Check for and repair damage caused by wear or vandalism, a major factor in injury-causing situations.

☐ GAMETIME® PROVIDES ITS CUSTOMERS WITH COMPLETE SPECIFICATION SHEETS AND INSTALLATION INSTRUCTIONS. THE SPECIFICATION SHEET CONTAINS THE LISTING OF EVERY PART USED IN A PIECE OF EQUIPMENT AND SHOULD BE KEPT IN THE CUSTOMER'S FILES FOR ACCURATE REFERENCE WHEN REPLACEMENT PARTS ARE NEEDED.

☐ Never add components not intended for use with this product.

☐ Regular maintenance is necessary on this and all park and recreational equipment to ensure the safety of the user.

☐ Proper maintenance of GAMETIME® equipment requires regular tightening of all bolts, nuts, and set screws.

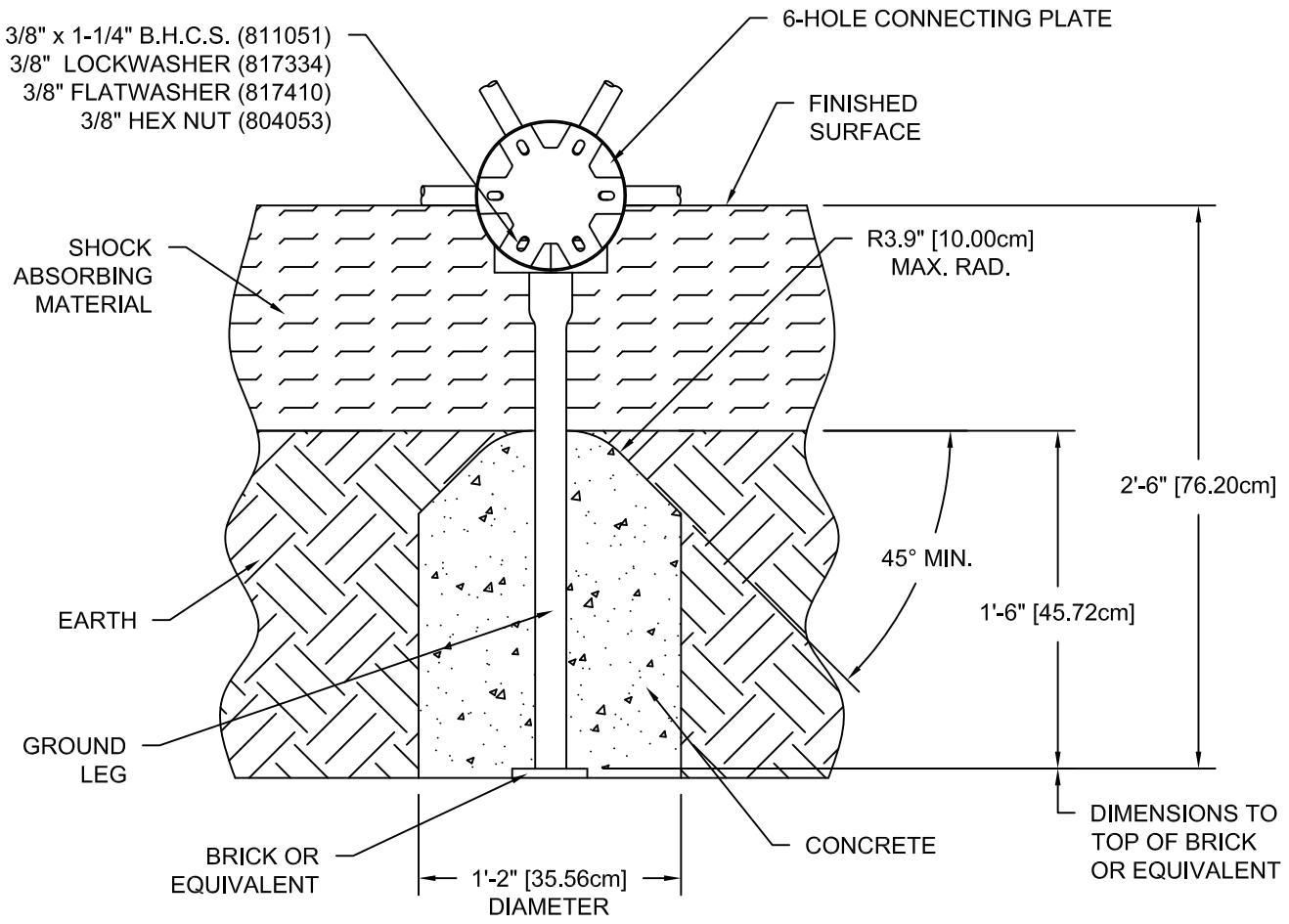
☐ All equipment should be free of rust and repainted whenever necessary to deter rusting.

☐ Regular checking of all parts, castings, etc., should be made. If a part is broken or worn it should be replaced immediately.

☐ Never use GAMETIME playground equiment around or in conjunction with swimming pools, ponds, lakes or any other bodies of water.

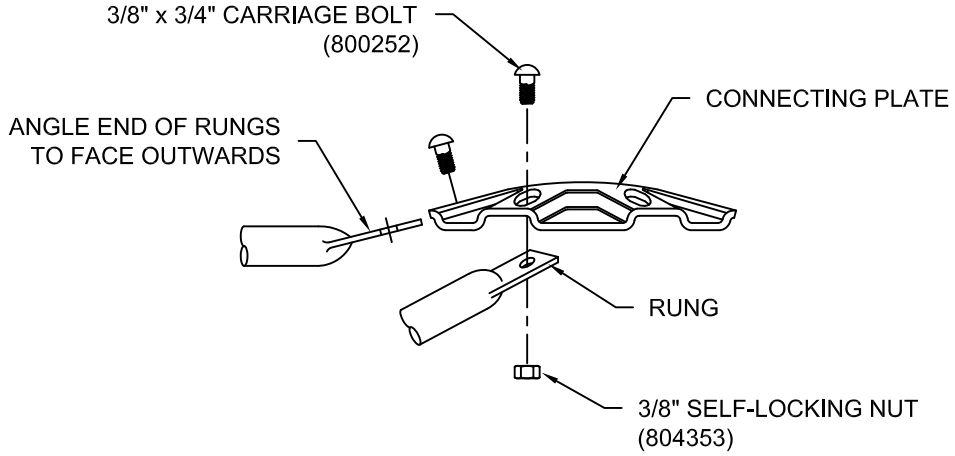
☐ Check to be sure all fittings are tight and that the bars and pipes do not move.

☐ A soft, resilient surface should be placed under all climbers, extending at least six feet in all directions surrounding the climbers. NEVER INSTALL PLAY EQUIPMENT ON CONCRETE OR ASPHALT.

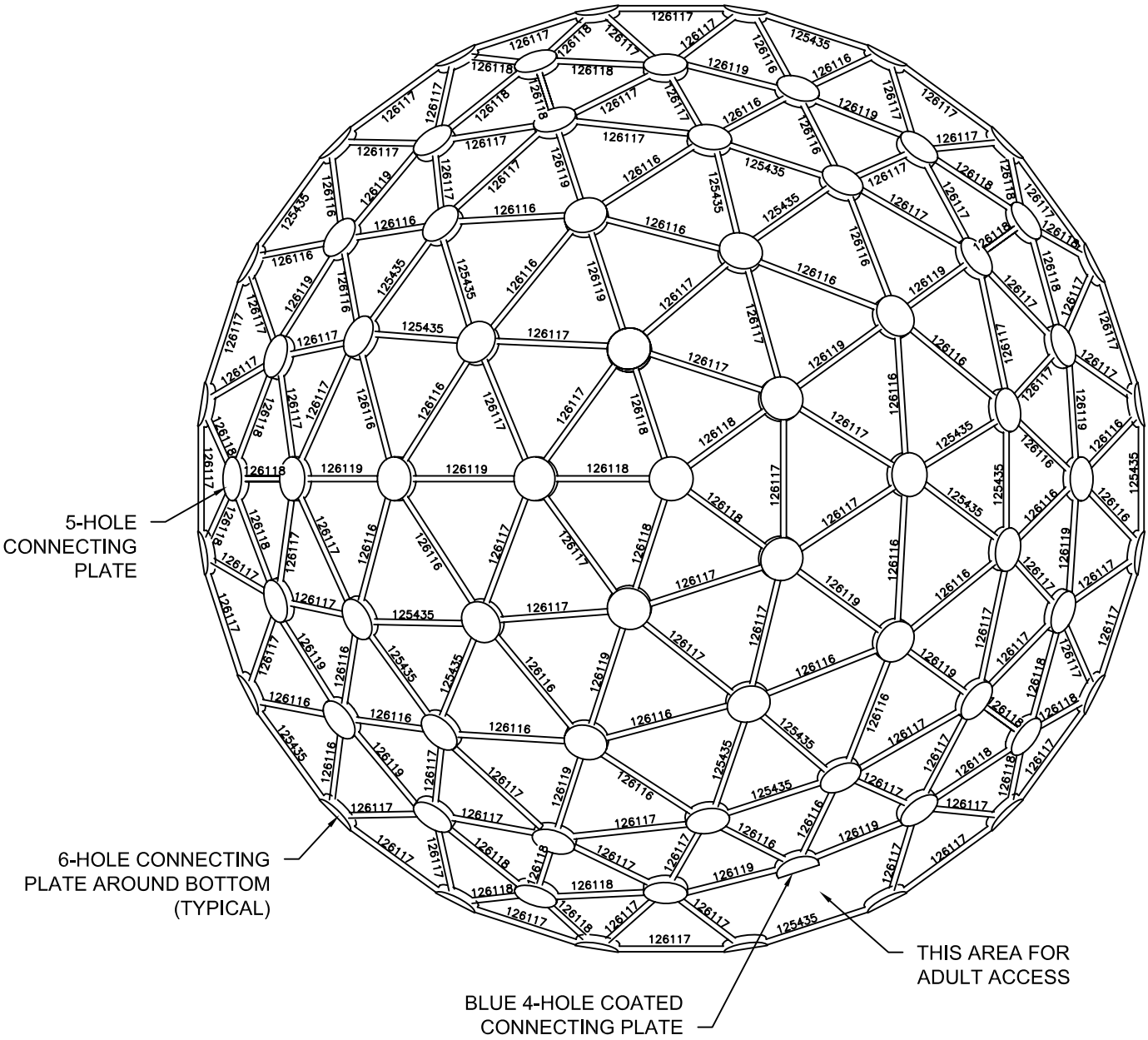


TYPICAL FOOTING DETAIL

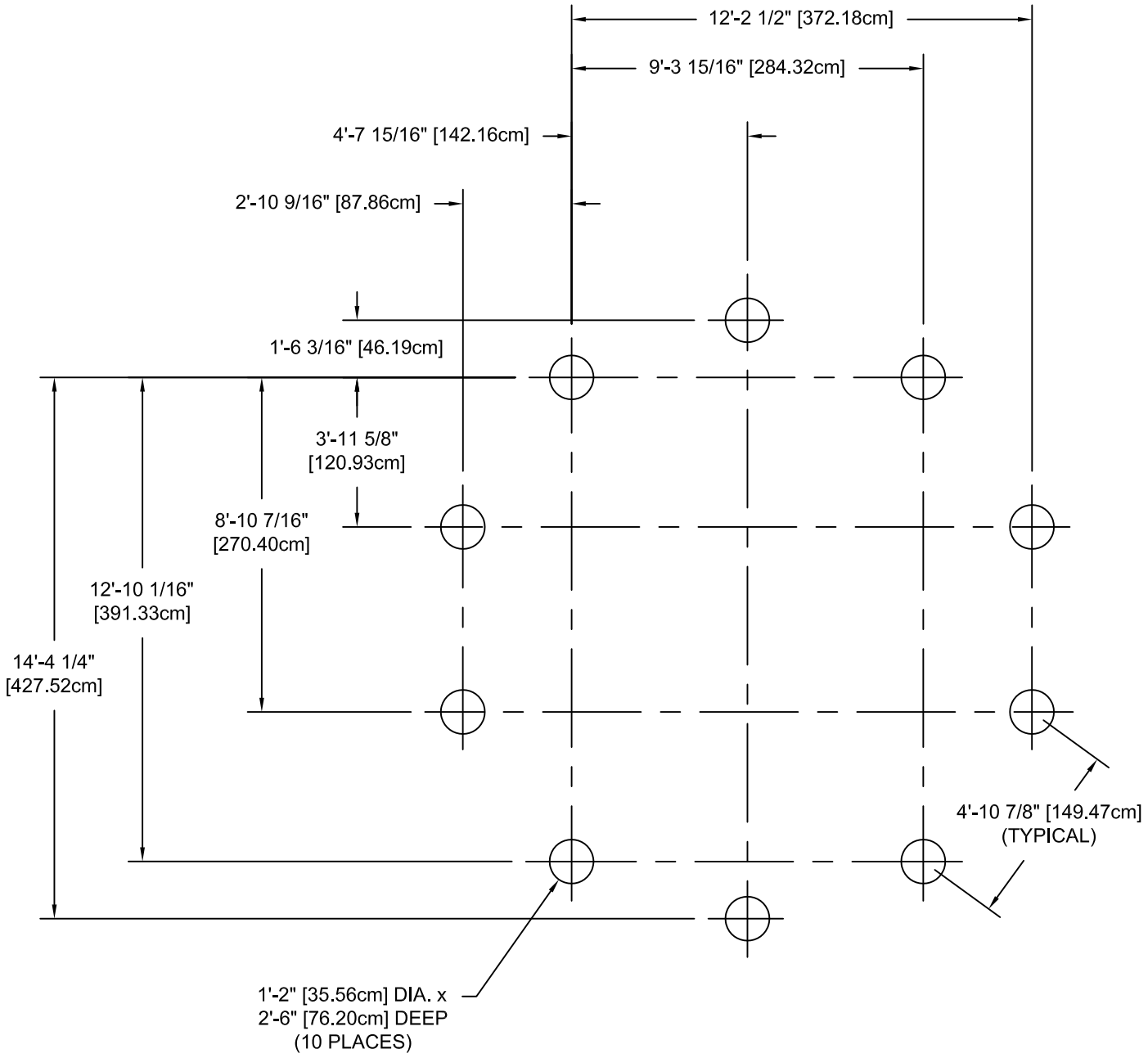
NOTES:
1.) CONCRETE REQUIRED: .60 CUBIC YARDS [.46 CUBIC METERS].
2.) SHOCK ABSORBING PROPERTIES OF SURFACING MATERIALS VARY. IF YOU DETERMINE THAT LESS THAN 1'-0" [30.48cm] OF SURFACING IS REQUIRED, MAKE UP THE DIFFERENCE IN ELEVATION WITH EARTH, BEFORE APPLYING SURFACING.
3.) SLOPED FOOTING IS A REQUIREMENT OF EUROPEAN STANDARD EN1176-1.
4.) SUGGESTED MINIMUM CONCRETE RATING: 3000psi.



DETAIL 'A'


5-HOLE CONNECTING PLATE
6-HOLE CONNECTING PLATE AROUND BOTTOM (TYPICAL)
BLUE 4-HOLE COATED CONNECTING PLATE
THIS AREA FOR ADULT ACCESS

PLAN VIEW


12'-2 1/2" [372.18cm]
9'-3 15/16" [284.32cm]
4'-7 15/16" [142.16cm]
2'-10 9/16" [87.86cm]
1'-6 3/16" [46.19cm]
3'-11 5/8"
[120.93cm]
8'-10 7/16"
[270.40cm]
12'-10 1/16"
[391.33cm]
14'-4 1/4"
[427.52cm]
4'-10 7/8" [149.47cm]
(TYPICAL)
1'-2" [35.56cm] DIA. x
2'-6" [76.20cm] DEEP
(10 PLACES)

GROUND PLAN

INSTALLATION INSTRUCTIONS

NOTE: THIS INSTALLATION BOOKLET SHOULD BE KEPT IN CUSTOMER'S FILE FOR FUTURE REFERENCE.

NOTE: Do not overtighten bolts. To overtighten may cause buckling or dimpling of some parts.

NOTE: Read installation instructions thoroughly before starting assembly. Pour concrete only after final assembly is complete. Bracing material may be required during assembly.

NOTE: Do not tighten any nuts, bolts, rods, etc. until the unit is completely assembled.

NOTE: Assembly and leveling time will be greatly reduced if a transit is used to set location and depth of ground holes.

NOTE: Loctite (supplied by others) should be used on all non-patch hardware.

NOTE: To reduce the risk of clothing entanglement in compliance with ASTM F1487, any bolt end protruding more than two full threads beyond the face of the nut shall be cut-off flush, filed smooth and treated to prevent corrosion.

STEP 1: Start at bottom of unit using 6-hole connecting plates and 3/8" x 3/4" carriage bolts and self-locking nuts. NOTE: It is important that the angle on the ends of the rung point outward from the center of the unit. See Detail "A". Finger tighten only. When bottom is assembled, bolt one ground leg in ten places equally spaced around the circumference of the bottom (see Typical Footing Detail).

STEP 2: Using the bottom section as template, dig (10) required holes 1'-2" [35.56cm] diameter x 2'-6" [76.20cm] deep. Place brick or equivalent in the bottom of the holes to provide a solid foundation for each leg (allow for this in hole depth). Make sure each hole is level with one another. Place assembled section in holes. Check to make sure it is level. See Typical Footing Detail.

NOTE: Due to extremes in weather and soil conditions, holes sizes may have to be increased to meet local conditions.

STEP 3: Continue assembling by working upward around the bottom of unit. NOTE: To determine where to use a 5- or 6-hole connecting plate, count the number of rungs on the diagram at each intersection. See Plan View.

STEP 4: When unit is completely assembled, tighten all bolts and torque to a maximum of 45 foot pounds with a torque wrench. Check to make sure unit is level.

STEP 5: Pour concrete to within 1'-0" [30.48cm] of finished surface. See Typical Footing Detail. Allow concrete a minimum of 48 hours to cure and harden.

PARTS LIST

REF. NO.	DESCRIPTION	NO. REQ'D.	PART NUMBER
1	Rung (2'-0 5/8"/63cm) Lg.	38	126116**
2	Rung (1'-10 3/4"/58cm) Lg.	80	126117**
3	Rung (1'-6 3/8"/47cm) Lg.	30	126118**
4	Rung (1'-11 3/16"/59cm) Lg.	20	126119**
5	Rung (2'-2"/66cm) Lg.	20	125435**
	Ground Leg	10	153048
	Red 5-Hole Connecting Plate	6	102967
	White 6-Hole Connecting Plate	22	102966
	Yellow 6-Hole Connecting Plate	20	103391
	Blue 6-Hole Connecting Plate	22	103392
	Blue 4-Hole (Coated) Connecting Plate	1	176169
	Hardware Complete	1	153457
	3/8" Self-Locking Nut	376	804353*
	3/8" x 3/4" Carriage Bolt (Grade 5)	376	800252*
	3/8" x 1-1/4" B.H.C.S.	20	811051*
	3/8" Flatwasher	20	817410*
	3/8" Lockwasher	20	817334*
	3/8" Hex Nut	20	804053*

Unless Otherwise Specified, All Units of Measure are Each
** Included in Hardware*
*** Included in Bar Package 177985*

Warning: During Installation, Hardware And Small Parts Are Choking Hazards For Young Children. Store Unused Parts Appropriately Until Assembly Is Completed. Once Assembly Is Completed, Remove Any Unused Parts From The Play Environment And Dispose/Save Them In A Secure Location.

CHANGE ORDER REQUEST

COR No. 265 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

AC at Kinder Play Area

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Onyx Paving Co Inc	32,620
	Subtotal:	32,620
Contractual Costs		
Fee		1,684
Subcontract Default Insurance		391
CCIP		413
Contractor Bond		251
	Subtotal:	2,739
	Total Change Order Request Amount:	**35,359**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☐ OWNER'S REQUEST
- ☑ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

ONYX PAVING COMPANY, INC.
2890 E. LA CRESTA AVE. ~ ANAHEIM, CA 92806
714/ 632-6699 ~ FAX: 714/ 632-1883
CA LIC #630360-A * D.I.R. #1000004798 * S.B.E. #1753955

BERNARDS, INC. 818/ 898-1521
555 FIRST STREET
SAN FERNANDO, CA 91340 818/ 898-4909

REVISED 12/27/2019

ATTN: JAMIE PACE

McKINNA ES ~ 1611 S. J STREET, OXNARD

"Proposal is strictly based and relies upon Contractor's status as a Non-Union Contractor. This proposal is not valid if this project is Union, A PLA, or PSA, or you are a Union Contractor."

CHANGE ORDER ~ KINDER PLAY AREA

GRADE & COMPACT EXISTING AGGREGATE BASE.
CONSTRUCT 3" ASPHALT CONCRETE OVER EXISTING AGGREGATE BASE ON 6,441 SQ. FT.
APPLY WEED KILL ON 6,441 SQ. FT.
SUBGRADE TO BE CERTIFIED ROCK READY BY OTHERS.
PRICE BASED ON (1) MOVE.

TOTAL: $28,920.00

SEAL (OVERKOTE) 6,441 SQ. FT. WITH TWO COATS
PRICE BASED ON (1) MOVE.

TOTAL: $3,700.00

****** PRICE IS BASED UPON (1) MOVE-IN.***
****** PRICE IS FIRM FOR ALL WORK PERFORMED UP TO 3/31/2020.***

Rod Webber
12/27/2019
ROD WEBBER
rodw@onyxpaving.net

ALL MATERIAL QUOTED IS SUBJECT TO PRICE ESCALATION BASED UPON THE CURRENT PRICE OF ASPHALT/ROCK BASE. ANY APPLICABLE MATERIAL PRICE INCREASE BEYOND THE "VALID THROUGH" DATE WILL BE ADDED TO THE BASE RATE PER TON OF THE MATERIAL TYPE QUOTED.

EXCLUSIONS: Unless Specifically Noted Above - SUBGRADE TO BE MINIMUM, +/-0.10' OR TO REQUIRED PERCENTAGE BY OTHERS. SUBGRADE PREPARATION, SCARIFICATION, FINE GRADING OR COMPACTION. ENGINEERING, STAKING, SURVEYING, TESTING OR INSPECTIONS. WATER, WATER METERS OR FLOOD TESTING. SAWCUTTING, REMOVALS, COLD PLANING, ~~IMPORT~~/EXPORT OF FILL MATERIALS. COST OF DISPOSAL OF MATERIALS IF PETROMAT IS FOUND UNDER EXISTING PAVEMENT. REMOVE OF EXCESS SOIL BELOW . ADJUSTING OF VALVES, MANHOLES OR UTILITIES AND PATCHING FOR SAME. TRENCH PATCHING OR PATCHING FOR OTHER TRADES. PRIME COAT, FOG SEAL, SEAL COAT, STRIPING, SIGNAGE, BUMPERS, FIRE DEPARTMENT STRIPING, BLACK OUT EXISTING STRIPING AND CRACK FILLERS. NOT RESPONSIBLE FOR DAMAGE TO NEWLY PLACED SEAL COAT CAUSED BY POWER STEERING, TIRE SCUFFING OR IRRIGATION RUN-OFF. CORING OF CONCRETE FOR INSTALLATION OF SIGNPOSTS. OFFSITE WORK, TEMPORARY STRIPING AND CAT TRACKING, TRAFFIC CONTROL. ROCK BASE UNDER ~~ASPHALT~~/CONCRETE AND CONCRETE WORK. HEADER BOARD. CLEANING OF PAVEMENT OTHER THAN WITH POWER BLOWERS. PERMITS, BONDS, PREVAILING WAGE RATES AND FEES. PRICE EXCLUDES NIGHTTIME WEEKEND OR HOLIDAY WORKS UNLESS OTHERWISE NOTED. ~~WEEDKILL~~. TRUNCATED DOMES. PROJECT LABOR AGREEMENTS.

ONYX PAVING CO., INC.
(Project Manager)

ACCEPTANCE (By Owner, Agent, or General Contractor)
COMPANY _____ BY _____ DATE _____

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	**Trade:**	Asphalt Paving
Date:	1/27/2020	**Classification:**	Laborer Group 1
Project:	McKinna ES		
Rate Effective Through:	June 30, 2020	**Union :** [ ]	**Non Union:** [X]

			Straight Time		Time & 1/2		Double Time
A.	**HOURLY TAXABLE WAGE COSTS**						
	Hourly Wage		$ 35.24		$ 52.86		$ 70.48
	Vacation & Holiday Accrual		$ 4.87		$ 4.87		$ 4.87
	Hourly Taxable Wage Costs Subtotal		**$ 40.11**		**$ 57.73**		**$ 75.35**
B.	**HOURLY PAYROLL TAX & INSURANCE**						
	Social Security	6.20%	$ 2.18		$ 3.28		$ 4.37
	Medicare	1.45%	$ 0.51		$ 0.77		$ 1.02
	FUTA	1.20%	$ 0.42		$ 0.63		$ 0.85
	SUI	6.20%	$ 2.18		$ 3.28		$ 4.37
	State Disability Insurance	1.00%	$ 0.35		$ 0.53		$ 0.70
	Workers Compensation Insurance	(if Applicable)	$ -		$ -		$ -
	General Liability Insurance (If Applicable)		$ -		$ -		$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 5.66**		**$ 8.48**		**$ 11.31**
C.	**HOURLY BENEFITS**						
	Health & Welfare (or equivalent)		$ 7.47		$ 7.47		$ 7.47
	Pension & Retirement (or equivalent)		$ 8.90		$ 8.90		$ 8.90
	Training (or equivalent)		$ 0.69		$ 0.69		$ 0.69
	Hourly Benefits Subtotal		**$ 17.06**		**$ 17.06**		**$ 17.06**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 62.83**		**$ 83.27**		**$ 103.72**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	**Trade:**	Asphalt Paving
Date:	1/27/2020	**Classification:**	Laborer Group 2
Project:	McKinna ES		
Rate Effective Through:	June 30, 2020	**Union :** [ ]	**Non Union:** [X]

			Straight Time		Time & 1/2		Double Time
A.	**HOURLY TAXABLE WAGE COSTS**						
	Hourly Wage		$ 35.79		$ 53.69		$ 71.58
	Vacation & Holiday Accrual		$ 4.87		$ 4.87		$ 4.87
	Hourly Taxable Wage Costs Subtotal		**$ 40.66**		**$ 58.56**		**$ 76.45**
B.	**HOURLY PAYROLL TAX & INSURANCE**						
	Social Security	6.20%	$ 2.22		$ 3.33		$ 4.44
	Medicare	1.45%	$ 0.52		$ 0.78		$ 1.04
	FUTA	1.20%	$ 0.43		$ 0.64		$ 0.86
	SUI	6.20%	$ 2.22		$ 3.33		$ 4.44
	State Disability Insurance	1.00%	$ 0.36		$ 0.54		$ 0.72
	Workers Compensation Insurance	(if Applicable)	$ -		$ -		$ -
	General Liability Insurance (If Applicable)		$ -		$ -		$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 5.74**		**$ 8.62**		**$ 11.49**
C.	**HOURLY BENEFITS**						
	Health & Welfare (or equivalent)		$ 7.47		$ 7.47		$ 7.47
	Pension & Retirement (or equivalent)		$ 8.90		$ 8.90		$ 8.90
	Training (or equivalent)		$ 0.69		$ 0.69		$ 0.69
	Hourly Benefits Subtotal		**$ 17.06**		**$ 17.06**		**$ 17.06**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 63.46**		**$ 84.23**		**$ 105.00**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	**Trade:**	Asphalt Paving
Date:	1/27/2020	**Classification:**	Laborer Group 4
Project:	McKinna ES		
Rate Effective Through:	June 30, 2020	**Union :** [ ]	**Non Union:** [X]

			Straight Time		Time & 1/2		Double Time
A.	**HOURLY TAXABLE WAGE COSTS**						
	Hourly Wage		$ 37.89		$ 56.84		$ 75.78
	Vacation & Holiday Accrual		$ 4.87		$ 4.87		$ 4.87
	Hourly Taxable Wage Costs Subtotal		**$ 42.76**		**$ 61.71**		**$ 80.65**
B.	**HOURLY PAYROLL TAX & INSURANCE**						
	Social Security	6.20%	$ 2.35		$ 3.52		$ 4.70
	Medicare	1.45%	$ 0.55		$ 0.82		$ 1.10
	FUTA	1.20%	$ 0.45		$ 0.68		$ 0.91
	SUI	6.20%	$ 2.35		$ 3.52		$ 4.70
	State Disability Insurance	1.00%	$ 0.38		$ 0.57		$ 0.76
	Workers Compensation Insurance	(if Applicable)	$ -		$ -		$ -
	General Liability Insurance (If Applicable)		$ -		$ -		$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 6.08**		**$ 9.12**		**$ 12.16**
C.	**HOURLY BENEFITS**						
	Health & Welfare (or equivalent)		$ 7.47		$ 7.47		$ 7.47
	Pension & Retirement (or equivalent)		$ 8.90		$ 8.90		$ 8.90
	Training (or equivalent)		$ 0.69		$ 0.69		$ 0.69
	Hourly Benefits Subtotal		**$ 17.06**		**$ 17.06**		**$ 17.06**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 65.90**		**$ 87.89**		**$ 109.87**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	**Trade:**	Asphalt Paving
Date:	1/27/2020	**Classification:**	Operating Engineer group 6
Project:	McKinna ES		
Rate Effective Through:	June 30, 2020	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS				
Hourly Wage		$ 50.83	$ 76.25	$ 101.66
Vacation & Holiday Accrual		$ 3.55	$ 3.55	$ 3.55
Hourly Taxable Wage Costs Subtotal		**$ 54.38**	**$ 79.80**	**$ 105.21**
B. HOURLY PAYROLL TAX & INSURANCE				
Social Security	6.20%	$ 3.15	$ 4.73	$ 6.30
Medicare	1.45%	$ 0.74	$ 1.11	$ 1.47
FUTA	1.20%	$ 0.61	$ 0.91	$ 1.22
SUI	6.20%	$ 3.15	$ 4.73	$ 6.30
State Disability Insurance	1.00%	$ 0.51	$ 0.76	$ 1.02
Workers Compensation Insurance	(if Applicable)	$ -	$ -	$ -
General Liability Insurance (If Applicable)		$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal		**$ 8.16**	**$ 12.24**	**$ 16.32**
C. HOURLY BENEFITS				
Health & Welfare (or equivalent)		$ 11.60	$ 11.60	$ 11.60
Pension & Retirement (or equivalent)		$ 11.15	$ 11.15	$ 11.15
Training (or equivalent)		$ 1.05	$ 1.05	$ 1.05
Hourly Benefits Subtotal		**$ 23.80**	**$ 23.80**	**$ 23.80**
TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 86.34**	**$ 115.83**	**$ 145.33**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Onyx Paving Company, Inc.	**Trade:**	Asphalt Paving
Date:	1/27/2020	**Classification:**	Operating Engineer group 8
Project:	McKinna ES		
Rate Effective Through:	June 30, 2020	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS				
Hourly Wage		$ 50.94	$ 76.41	$ 101.88
Vacation & Holiday Accrual		$ 3.55	$ 3.55	$ 3.55
Hourly Taxable Wage Costs Subtotal		**$ 54.49**	**$ 79.96**	**$ 105.43**
B. HOURLY PAYROLL TAX & INSURANCE				
Social Security	6.20%	$ 3.16	$ 4.74	$ 6.32
Medicare	1.45%	$ 0.74	$ 1.11	$ 1.48
FUTA	1.20%	$ 0.61	$ 0.92	$ 1.22
SUI	6.20%	$ 3.16	$ 4.74	$ 6.32
State Disability Insurance	1.00%	$ 0.51	$ 0.76	$ 1.02
Workers Compensation Insurance	(if Applicable)	$ -	$ -	$ -
General Liability Insurance (If Applicable)		$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal		**$ 8.18**	**$ 12.26**	**$ 16.35**
C. HOURLY BENEFITS				
Health & Welfare (or equivalent)		$ 11.60	$ 11.60	$ 11.60
Pension & Retirement (or equivalent)		$ 11.15	$ 11.15	$ 11.15
Training (or equivalent)		$ 1.05	$ 1.05	$ 1.05
Hourly Benefits Subtotal		**$ 23.80**	**$ 23.80**	**$ 23.80**
TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 86.47**	**$ 116.02**	**$ 145.58**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 397

Project: McKinna Elementary School Reconstruction

Date: 10-30-19
Discipline: Civil

Subject: Kindergarten Paving Clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		
A002A		

QUESTION

A002A shows AC paving surrounding the kindergarten play structure. Civil sheet C100 calls for PCC over PMB, at the same location.

SUGGESTION

Please confirm the area around the kindergaten play structure is AC paving per A002A. Please confirm AC paving section will be a 3" AC over 8" Base (Similar to Basketball Courts per C001).

ANSWER

SEE ENCLOSED EXHIBIT FOR SURFACE MATERIAL AROUND THE KINDERGARDEN PLAY STRUCTURE
AC AREA ADJACENT TO PLAY AREA IS3" AC ON 8" BASE.

Steve Downs
DELANE
11/5/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	11/8/2019
Dufau Landscape Inc	Peter Dufau	11/8/2019
Onyx Paving Co Inc	Rodney Webber	11/8/2019

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

REQUEST FOR INFORMATION

RFI No.: 397

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 10-30-19
Discipline: Civil

Subject: Kindergarten Paving Clarification

Response Requested By: 11-06-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		
A002A		

QUESTION

A002A shows AC paving surrounding the kindergarten play structure. Civil sheet C100 calls for PCC over PMB, at the same location.

SUGGESTION

Please confirm the area around the kindergaten play structure is AC paving per A002A. Please confirm AC paving section will be a 3" AC over 8" Base (Similar to Basketball Courts per C001).

ANSWER

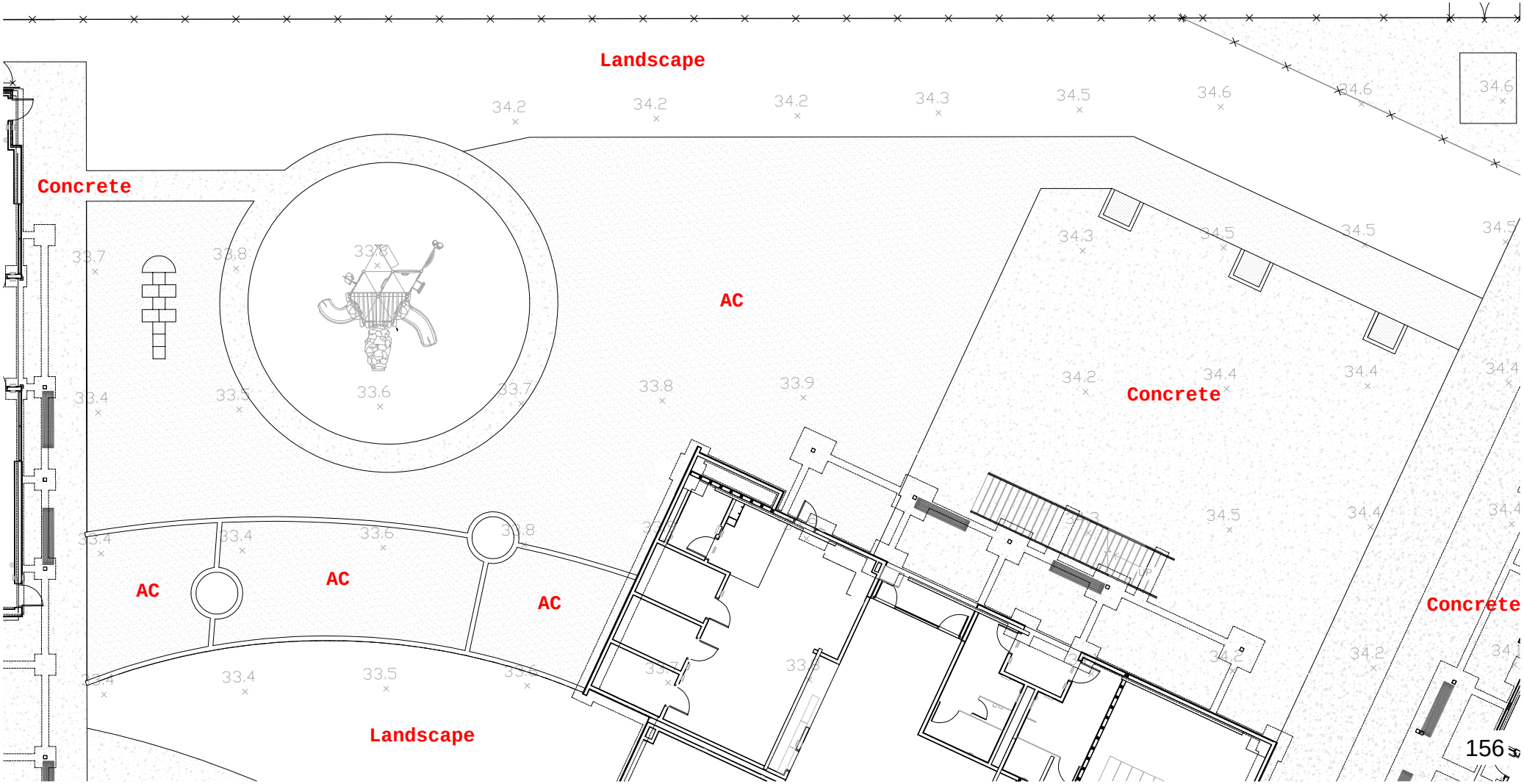
SEE ENCLOSED EXHIBIT FOR SURFACE MATERIAL AROUND THE KINDERGARDEN PLAY STRUCTURE. AC AREA ADJACENT TO PLAY AREA IS 3" AC ON 8" BASE.

Response Provided By:	Name	Company	Date
	Steve Downs	DELANE	11/5/2019

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards

SCALE: 1'=20' (8.5X11)
11/5/2019 DELANE

AC = 3" AC ON 8" BASE



CHANGE ORDER REQUEST

COR No. 267 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

CCD 005 - ASI-12

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Silverado Tile and Stone Inc	1,630
	Subtotal:	1,630
Contractual Costs		
Fee		84
Subcontract Default Insurance		20
CCIP		21
Contractor Bond		13
	Subtotal:	138
	Total Change Order Request Amount:	**1,768**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☑ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

Proposal

Silverado Tile and Stone, Inc.

29142 Latigo Canyon Road Silverado, CA 92676
Phone (949) 713-3730 Fax (949) 766-6698
License # 965952

To: Bernards, Inc.
555 First Street
San Fernando, CA 91340
Contact: Jaime Pace
T: (310) 909-9763

Date: 9/10/2019

Project: McKinna ES
Oxnard, CA

Subject: PR-20 - CCD-005

Per CCD-005, for the deletion of restroom 449 and addition of restroom 418, which adds a mortarbed at the floor and approximately 10 s.f. of additional floor tile and an additional threshold, please process a change order for the additional sum of **$1,630.00.**

Breakdown:		**Quantity**	**Unit**	**Cost**	**Total**
CT-1 12"x24" EV05 Earth Border (full box)		11.62	s.f.	$5.65	$65.65
CT-2 6"x24" EV02 Light Unpolished (full box) - fabricated		11.62	s.f.	$7.75	$90.06
Granite threshold		1	piece	$135.00	$135.00
Custom Versabond Thinset		1	bag	$16.20	$16.20
Custom CEG Lite epoxy grout					$0.00
Drypack Mortar 75lb bag	Mortarbed	16	bags	$7.78	$124.48
2"x2"x16 gauge wire mesh	Mortarbed	80	s.f.	$0.22	$17.60
4 mill polyethylene cleavage membrane	Mortarbed	80	s.f.	$0.12	$9.60
Subtotal					$458.59
Sales Tax				7.75%	$35.54
Freight and handling to jobsite					$175.35
Total Materials					$669.48
Labor	**Area of work**	**Quantity**	**Unit**	**Cost**	
Foreman	Mortarbed	4	hours	$73.40	$293.60
Foreman Subsistence ($90.00 per man day)	Mortarbed	4	hours	$11.25	$45.00
Foreman	Tile install	1	hours	$73.40	$73.40
Foreman Subsistence ($90.00 per man day)	Tile install	1	hours	$11.25	$11.25
Finisher	Mortarbed	4	hours	$47.20	$188.80
Finisher Subsistence ($90.00 per man day)	Mortarbed	4	Hours	$11.25	$45.00
Finisher	Tile install/Grout	1.5	hours	$47.20	$70.80
Finisher Subsistence ($90.00 per man day)	Tile install	1.5	Hours	$11.25	$16.88
Total tile and materials					$1,414.20
Overhead & Profit				15%	$212.13
Subtotal					$1,626.33
Textura					$3.61
Total					**$1,629.94**

Tom Page
Vice President

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Silverado Tile and Stone	**Trade:**	ceramic Tile
Date:	6/1/2019	**Classification:**	Foreman
Project:	McKinna ES Reconstruction		
Rate Effective Through:	May 31, 2020	**Union :** X	**Non Union:**

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 45.07	$ 67.61	$ 90.14
	Vacation & Holiday Accrual		$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 45.07**	**$ 67.61**	**$ 90.14**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Social Security	6.20%	$ 2.79	$ 4.19	$ 5.59
	Medicare	1.45%	$ 0.65	$ 0.98	$ 1.31
	FUTA	0.60%	$ 0.27	$ 0.41	$ 0.54
	SUI	6.20%	$ 2.79	$ 4.19	$ 5.59
	Workers Compensation Insurance	4.10%	$ 1.85	$ 1.85	$ 1.85
	General Liability Insurance		$ -	$ -	$ -
	Excess Liability Insurance		$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 8.36**	**$ 11.62**	**$ 14.87**
C.	**HOURLY BENEFITS**				
	Health & Welfare (or equivalent)		$ 9.25	$ 9.25	$ 9.25
	Pension & Retirement (or equivalent)		$ 8.09	$ 8.09	$ 8.09
	Other		$ 0.31	$ 0.31	$ 0.31
	Training (or equivalent)		$ 1.08	$ 1.08	$ 1.08
	Hourly Benefits Subtotal		**$ 18.73**	**$ 18.73**	**$ 18.73**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 72.16**	**$ 97.95**	**$ 123.74**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Silverado Tile and Stone	**Trade:**	ceramic Tile
Date:	6/1/2019	**Classification:**	Setter
Project:	McKinna ES Reconstruction		
Rate Effective Through:	May 31, 2020	**Union :** X	**Non Union:**

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 40.07	$ 60.11	$ 80.14
	Vacation & Holiday Accrual		$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 40.07**	**$ 60.11**	**$ 80.14**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Social Security	6.20%	$ 2.48	$ 3.73	$ 4.97
	Medicare	1.45%	$ 0.58	$ 0.87	$ 1.16
	FUTA	0.60%	$ 0.24	$ 0.36	$ 0.48
	SUI	6.20%	$ 2.48	$ 3.73	$ 4.97
	Workers Compensation Insurance	4.10%	$ 1.64	$ 1.64	$ 1.64
	General Liability Insurance		$ -	$ -	$ -
	Excess Liability Insurance		$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 7.43**	**$ 10.33**	**$ 13.22**
C.	**HOURLY BENEFITS**				
	Health & Welfare (or equivalent)		$ 9.25	$ 9.25	$ 9.25
	Pension & Retirement (or equivalent)		$ 8.09	$ 8.09	$ 8.09
	Other		$ 0.31	$ 0.31	$ 0.31
	Training (or equivalent)		$ 1.08	$ 1.08	$ 1.08
	Hourly Benefits Subtotal		**$ 18.73**	**$ 18.73**	**$ 18.73**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 66.23**	**$ 89.16**	**$ 112.09**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Silverado Tile and Stone	**Trade:**	ceramic Tile
Date:	6/1/2019	**Classification:**	Finisher
Project:	McKinna ES Reconstruction		
Rate Effective Through:	May 31, 2020	**Union :** X	**Non Union:**

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 28.23	$ 42.35	$ 56.46
	Vacation & Holiday Accrual		$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 28.23**	**$ 42.35**	**$ 56.46**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Social Security	6.20%	$ 1.75	$ 2.63	$ 3.50
	Medicare	1.45%	$ 0.41	$ 0.61	$ 0.82
	FUTA	0.60%	$ 0.17	$ 0.25	$ 0.34
	SUI	6.20%	$ 1.75	$ 2.63	$ 3.50
	Workers Compensation Insurance	4.10%	$ 1.16	$ 1.16	$ 1.16
	General Liability Insurance		$ -	$ -	$ -
	Excess Liability Insurance		$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 5.24**	**$ 7.28**	**$ 9.32**
C.	**HOURLY BENEFITS**				
	Health & Welfare (or equivalent)		$ 9.25	$ 9.25	$ 9.25
	Pension & Retirement (or equivalent)		$ 2.56	$ 2.56	$ 2.56
	Other		$ 0.25	$ 0.25	$ 0.25
	Training (or equivalent)		$ 0.90	$ 0.90	$ 0.90
	Hourly Benefits Subtotal		**$ 12.96**	**$ 12.96**	**$ 12.96**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 46.43**	**$ 62.58**	**$ 78.74**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

DSA 140

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: McKinna Elementary School	DSA App. #: 03 - 118371

APPLICANT

CCD Cat. ☒ A / ☐ B, #: 005	Date Submitted: 02/20/19	Attached Pages?: ☐ No ☒ Yes (22 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).		
Firm Name: Perkins Eastman Dougherty	Contact Name: Kevin Griendling	
Email: k.griendling@perkinseastman.com	Phone Number: (714) 824-3569	
Address: 3194D Airport Loop Dr		
City: Costa Mesa	State: CA	Zip: 92626
☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
☒ For project currently under construction.		
☐ To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Brian P. Dougherty	
Professional License #: C-9824	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: ☒ 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):
See attached narrative letter.

List of DSA approved drawings affected by this CCD: See attached narrative letter.

DSA USE ONLY

SSS PF	Date 6/25/19	Approved / Disapproved / Not Req'd	
FLS EJ	Date 2/28/19	Approved / Disapproved / Not Req'd	
ACS MF	Date 3/08/19	Approved / Disapproved / Not Req'd	

Remarks

For business office use only
Date Sent
Return By
Delivery Method

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD005
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 06/25/2019

PERKINS EASTMAN Dougherty

02/20/2019

DSA Los Angeles

Re:

McKinna Elementary School
Dougherty Project No.: 21710.00
Perkins Eastman Project No.: 75110.00.0
DSA # A03 118371

The following changes listed are included in this CCD #005 package:

Sheet #	Description of Change
G003	Safe dispersal area added to kindergarten building play area due to addition of fencing added on sheet A002
A002	Fencing added separating kindergarten play area from the campus
A012	Room finish schedule modified to reflect restroom/data room relocations
A013	Gate and door schedule modified to reflect fence addition and restroom/data room relocations
A102	Piano lab floor outlets added, and restroom/data rooms relocated.
A103	Restroom revised to storage, relocated (moved to first floor on sheet A102)
A106	Kindergarten restroom doors revised to double action doors
A132	Reflected ceiling plans revised for restroom/data room relocations
A133	Reflected ceiling plans revised for restroom/data room relocations
A303	Restroom plan added, room 417 water closet revised to kindergarten age model
M002	Ductless Split Unit Schedule: IU 4-1 replaced with a 3-ton unit. Exhaust Fan Schedule: Area served for EF 4-4 changed to Toilet 418.
M005	Relief Vent Schedule: RV 4-1 taken out.
M300	First Floor: IU 4-1 moved to Data 421. EF 4-4 moved to Restroom 418 and construction note 5 added to the doors. Second Floor: RV 4-1 deleted on Data 421 roof. A 3-way diffuser and ducts were added to feed Storage 449, and EF 4-4 taken out. CFM from 4 ceiling diffusers in Classroom 441 reduced. RV 4-16 moved to Restroom 418 roof.
M301	OU 4-1 relocated. RV 4-16 relocated.
M302	First Floor: IU- 4-1 relocated to Data 421 and refrigerant lines now run in wall between Classroom 411 and Data 421. Refrigerant lines deleted in Restroom 418. Second Floor: Refrigerant lines relocated in Classroom 441. Refrigerant lines that run along Classroom 442 deleted.
P300	1/P300: Storage 421 changed into Data Room 421, IU 4-1 condensate piping now running to S-2 tailpiece in Classroom 411. Data Room 418 changed into Restroom 418 and Storage 422, waste piping extended to WC and Lav. Vent piping connected to vent at the sink in classroom 412 that goes up thru the second floor. Domestic water extended from the

Perkins Eastman Architects DPC

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	hallway to the restroom to feed the fixtures, and piping resized in some area (Hallway & Classroom 411) to accommodate the added fixtures. 2/P300: Restroom 449 changed into Storage 449. Waste, vent and cold-water piping taken out. Condensate piping from BC 4-4 now running along the ceiling of Classroom 441 to sink tailpiece. Vent from the first-floor restroom's fixtures now go up in the wall to connect to other vent piping. Vent resized in Classroom 440 from the restroom fixtures added below.
P302	3/P302: Cold water piping resized. WC-3 changed to WC-4. 4/P302: Waste riser taken out, waste piping size changed. WC-3 changed to WC-4.
P303	3/P303: Deleted CW enlargement of the second-floor restroom, replaced with restroom 418 added in the first floor. 4/P304: Deleted waste & vent enlargement of the second-floor restroom, replaced with restroom 418 added in the first floor.
FP104	2/FP104: Added elevation for soffit. Lowered sprinkler heads to soffit height. Changed recessed sprinklers to concealed heads. 4/FP 104: Revised sprinkler head schedule.
FP102	1/FP102: Added upright sprinkler above new storage room & changed pipe size from 1" diameter to 1-1/4". 2/FP102: Revised sprinkler head schedule.
E109	Voice/Data Riser Diagram modified
E502	Signal plan modified to reflect piano lab and restroom/data room relocations
Structural:	Addition of steel to pony wall in kitchen.
	Revision of shear wall at restroom/data room relocations
	Addition of Marquee sign
	*Structural calculations included after reference drawings.

PERKINS EASTMAN Dougherty

Please contact Kevin Griendling if you have any questions at (714) 824-3569.

Sincerely,

Perkins Eastman Dougherty

ROOM FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	BASE	NORTH WALL MATERIAL	EAST WALL MATERIAL	SOUTH WALL MATERIAL	WEST WALL MATERIAL	WAINSCOT	CEILING FINISH	REMARKS
101	RECEPTION / ADMIN	RTF	R	SF	SF	PSG	PSG	-	FF	EXPOSED GLULAM STRUCTURE
102	ADMIN. ASSIST.	RTF	R	-	PSG	PSG	PSG	-	FF	
103	PRINCIPALS OFFICE	CRP	R	PSG	PSG	PSG	PSG	-	FF	
104	CONFERENCE / PARENT WORK	CRP	R	PSG	PSG	PSG	PSG	-	FF	
105	STORAGE	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
106	NURSE	VSF	R	PSG	PSG	PSG	PSG	-	FF	
107	RESTROOM	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	
108	WORK STATIONS	CRP	R	PSG	PSG	PSG	PSG	-	FF	
109	PSYCHOLOGIST OFFICE	CRP	R	PSG	PSG	PSG	PSG	-	FF	
110	FLEX	CRP	R	PSG	PSG	PSG	PSG	-	FF	
111	WORK / COPY AREA	CRP	R	PSG	PSG	PSG	PSG	-	FF	
112	RESTROOM	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	
113	RESTROOM	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	
114	HALLWAY	CRP	R	-	PSG	PSG	PSG	-	FF	
115	STAFF WORKROOM AND LOUNGE	CRP	R	PSG	PSG	PSG	PSG	-	FF/PSG	
116	GIRLS	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
117	BOYS	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
118	FIRE RISER	CONC	R	CT/PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
119	ELEC.	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
120	MAIN LAN	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
201	MULTI-PURPOSE ROOM	AF	-	PSG/AP	PSG/AP	PSG/AP	PSG/AP	-	PSG	EXPOSED STRUCTURE
202	KITCHEN	QT	QT	PSG	PSG	PSG	PSG	-	PSG	SEE FOOD SERVICE DRAWINGS FOR MORE INFORMATION
203	WORK STATION	QT	QT	PSG	PSG	PSG	PSG	-	PSG	
204	RESTROOM	QT	QT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
205	DRY STORAGE	QT	QT	PSG	PSG	PSG	PSG	-	PSG	
206	WALK-IN REFRIG.	QT	QT	-	-	-	-	-	-	BY MANUFACTURER
207	WALK-IN FREEZER	QT	QT	-	-	-	-	-	-	BY MANUFACTURER
208	GIRLS	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	
209	BOYS	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	
210	STORAGE	RTF	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
211	CUSTODIAN	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
212	CLOSET	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
213	FIRE RISER	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
214	ELEC.	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
215	MACHINE ROOM	CONC	-	CMU	CMU	CMU	FF	-	-	EXPOSED STRUCTURE
216	ELEV.	CONC	-	CMU	FF	CMU	CMU	-	-	EXPOSED STRUCTURE
230	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
231	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
232	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
233	ELEV.	-	-	CMU	PSG	CMU	CMU	-	-	EXPOSED STRUCTURE
301	LIBRARIAN	CRP	R	-	PSG	PSG	-	-	FF/PSG	
302	READING AREA	CRP	R	PSG	PSG	PSG	PSG	-	VAR	EXPOSED STRUCTURE AT RAISED CEILING HEIGHT
303	LIBRARIAN WORK/PROCESSING	CRP	R	PSG	PSG	PSG	PSG	-	FF	
304	BREAKOUT	CRP	R	PSG	PSG	PSG	PSG	-	FF	
305	BREAKOUT	CRP	R	PSG	PSG	PSG	PSG	-	FF	
306	TECH/WORK ROOM	CRP	R	PSG	PSG	PSG	PSG	-	FF	
307	MAKERS ROOM	CRP	R	PSG	PSG	PSG	PSG	-	FF	
308	STAFF RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
309	STUDENT RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
310	ELECTRICAL	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
311	BREAKOUT	CRP	R	PSG	PSG	PSG	PSG	-	FF	
312	FIRE RISER	CONC	-	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
401	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
402	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
403	RSP / SPEC. ED. CLASSROOM	CRP	R	PSG	PSG	PSG	PSG	-	FF/PSG	
404	RSP / SPEC. ED. CLASSROOM	CRP	R	PSG	PSG	PSG	PSG	-	FF/PSG	
405	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
406	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
407	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
408	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
409	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
410	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
411	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
412	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
413	GIRLS	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
414	RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
415	JAN / FIRE RISER	CONC	FRP	FRP/PSG	FRP/PSG	FRP/PSG	FRP/PSG	FRP	-	EXPOSED STRUCTURE, FRP WAINSCOT
416	BOYS	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
417	RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
418	RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
419	ELECT.	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
420	TRASH	CONC	-	CMU	CMU	CMU	CMU	-	-	EXPOSED STRUCTURE
421	DATA	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
422	STORAGE	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
424	STAIR 2	CONC	-	-	-	-	-	-	FF	
425	STAIR 1	CONC	-	-	-	-	-	-	FF	
430	EXTERIOR WALKWAY	TC	-	-	-	-	-	-	PSG	EXTERIOR WALKWAY, SEE EXTERIOR ELEVATIONS FOR PAINT SCHEDULE
431	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
432	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
433	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
434	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
435	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
436	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
437	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
438	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
439	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
440	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
441	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
442	CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A402 FOR MORE INFORMATION
443	GIRLS	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
444	RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
445	JAN / FIRE RISER	CONC	FRP	FRP/PSG	FRP/PSG	FRP/PSG	FRP/PSG	FRP	-	EXPOSED STRUCTURE
446	BOYS	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
447	DATA CLOSET	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
448	ELECTRICAL CLOSET	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
449	STORAGE	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	CT	PSG	
501	KINDERGARTEN CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A404 FOR MORE INFORMATION
502	KINDERGARTEN CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A404 FOR MORE INFORMATION
503	KINDERGARTEN CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A404 FOR MORE INFORMATION
504	KINDERGARTEN CLASSROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF/PSG	SEE SHEET A404 FOR MORE INFORMATION
505	VESTIBULE	RTF	R	PSG	PSG	PSG	PSG	CT	PSG	
506	TEACHER WORK ROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF	
507	RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	-	PSG	
508	RESTROOM	CT	CT	CT/PSG	CT/PSG	CT/PSG	CT/PSG	-	PSG	
509	EQUIP. STO. / FIRE RISER	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
510	TEACHER WORK ROOM	RTF	R	PSG	PSG	PSG	PSG	-	FF	
511	ELEC.	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
512	COMM.	CONC	R	PSG	PSG	PSG	PSG	-	-	EXPOSED STRUCTURE
513	VESTIBULE	RTF	R	PSG	PSG	PSG	PSG	CT	PSG	
514	RESTROOM	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	
515	RESTROOM	CT	CT	PSG	PSG	PSG	PSG	CT	PSG	

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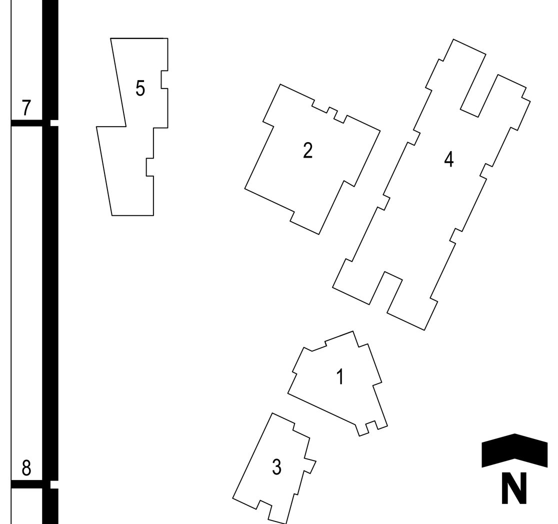
FINISH LEGEND

AF ATHLETIC FLOORING
AP ACOUSTIC PANEL
CMU CONC MASONRY UNIT
CONC CONCRETE
CRP CARPET
CT CERAMIC TILE
FF FACTORY FINISH
FRP FIBER REINFORCED PLASTIC
PSG PAINT SEMI-GLOSS
QT QUARRY TILE
R RESILIENT BASE
RTF RESILIENT TILE FLOOR
SF STORE FRONT
TC TRAFFIC COATING
VAR VARIES - SEE RCP
VSF VINYL SHEET FLOORING

1. ALL N, S, E, W ARE REFERENCED TO PLAN VIEW ORIENTATION.
2. PROVIDE CORNERGUARDS AS SHOWN ON INTERIOR ELEVATIONS.
3. PROVIDE IMPACT RESISTANT GYPSUM BOARD AS SHOWN ON INTERIOR ELEVATIONS.
4. 8'-0" AFF. IMPACT RESISTANT GYPSUM BOARD SHALL BE PROVIDED FULL HEIGHT AT PROJECT STORAGE (ROOMS 210 AND 421).
5. PAINT EXPOSED STEEL, ALL VISIBLE SIDES, IN ROOMS WHERE OCCURS.
6. WHERE EXPOSED CEILINGS ARE SCHEDULED TO BE PAINTED, INCLUDE FRAMING, DECK, STRUCTURAL STEEL, CONDUIT, DUCTWORK, AND PIPING. ARCHITECT TO CHOOSE UP TO THREE (3) COLORS FOR EXPOSED CEILINGS.
7. EXTEND FINISHED BEHIND CASEWORK AND OTHER HIDDEN SURFACES.
8. SEE ELEVATIONS FOR EXTERIOR PAINTING.
9. FINISHES SHALL COMPLY WITH CBC TABLE 803.11

LICENSED ARCHITECT BRIAN PAUL DOUGHERTY NO. C-9824 REN. JUL. 31, 2017 STATE OF CALIFORNIA

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD005
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 06/25/2019



IDENTIFICATION STAMP
DIV OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC ____ FLS ____ SS ____
DATE ____

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
28 CCD5	02.13.19

ROOM FINISH SCHEDULE

A012

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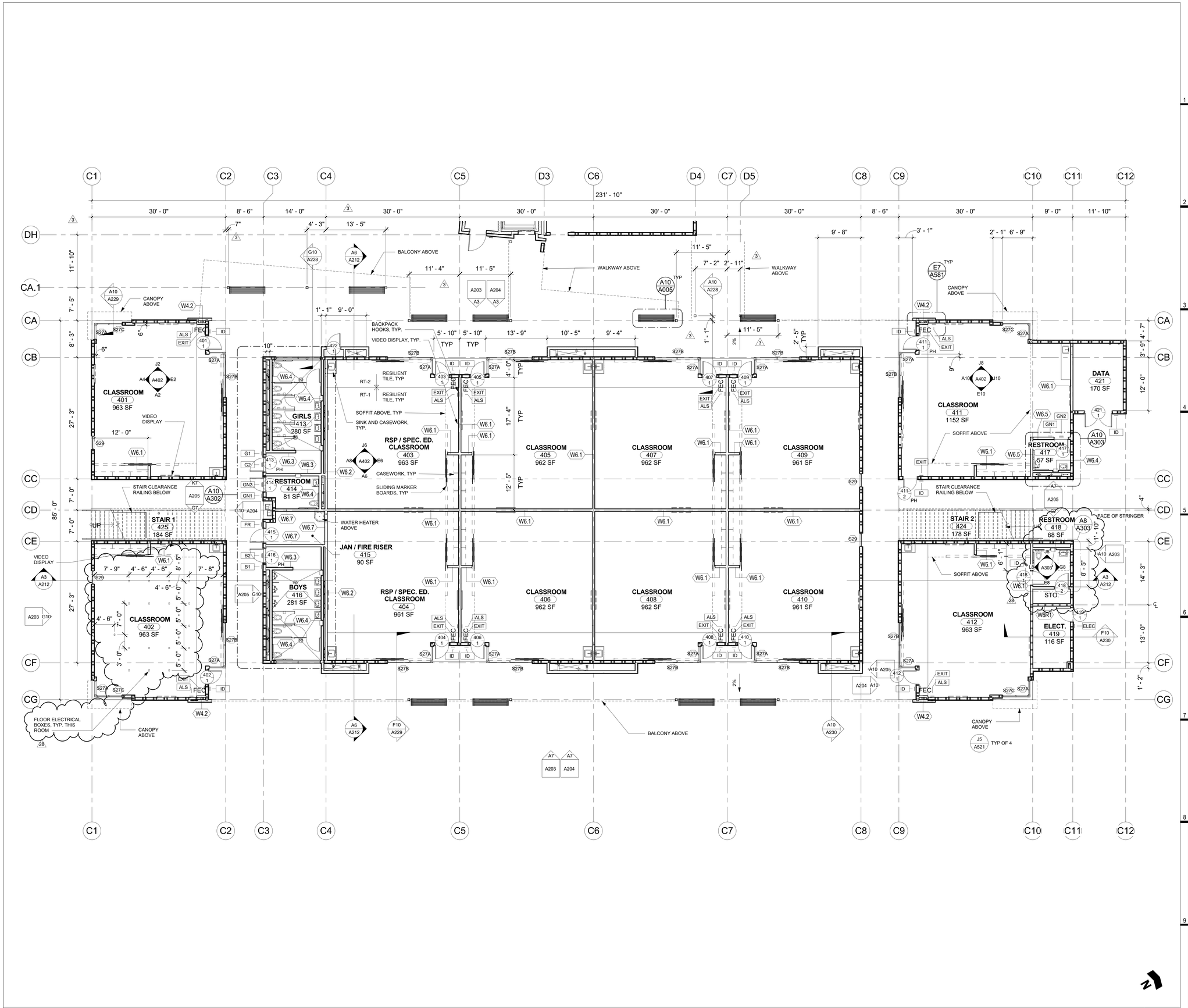


BUILDING 4 - FINISH FLOOR A10
1/8" = 1'-0"

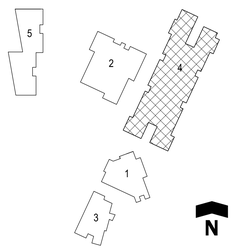
FLOOR PLAN LEGEND

- NON-RATED STUD WALL
- ONE-HOUR RATED STUD WALL.
- TWO-HOUR RATED STUD WALL.
- CONCRETE MASONRY WALL
- ONE-HOUR RATED FLOOR ASSEMBLY SEE A532
- W4.1 — WALL TYPE - SEE SHEET A011 FOR SCHEDULE
- ST3 — STOREFRONT TYPE- SEE SHEET A014 AND A015 FOR SCHEDULE
- 3 — WINDOW TYPE - SEE SHEET A013 FOR SCHEDULE
- FE — FIRE EXTINGUISHER (BRACKET MOUNTED)
- FEC — FIRE EXTINGUISHER WITH CABINET- SEE G10 / A551
- ID — SIGNAGE TYPE, SEE A571

FLOOR PLAN NOTES

1. FOR TYPICAL SYMBOLS AND ABBREVIATION SEE G002.
2. SEE SHEET A551 FOR TYPICAL CASEWORK DETAILS.
3. RESTROOMS ON GRADE TO HAVE DEPRESSED SLAB FOR MORTAR BED AND TILE.
4. ONE HOUR RATED WALLS SHALL HAVE CONTINUOUS FIRE PROTECTION FROM FINISH FLOOR TO BOTTOM OF DECK.
5. THE SPACE UNDER STAIRWAYS SHALL NOT BE USED FOR ANY PURPOSE.
6. TRAFFIC COATING SHALL BE PROVIDED AT BALCONIES, STAIR TREADS AND RISERS, AND STAIR LANDINGS. BALCONY SHALL SLOPE TO DRAIN AT 2% MAX. TO EDGE.
7. WINDOW AND DOOR ASSEMBLIES IN FIRE RATED WALLS SHALL MATCH THE FIRE RATING OF THE WALLS.
8. EXTERIOR WALLS TO BE 2X6 AT 16" O.C. WITH PLYWOOD SHEATHING AT EXTERIOR, U.N.O.
9. FOR TYPICAL CURB AT EXTERIOR WALLS SEE A10 / A011
10. SOFFIT FRAMING TO BE 2X6 AT 16" O.C.
11. SEE CLASSROOM 403 IN A10 / A102 FOR TYP BUILDING 2 AND 4 CLASSROOM INFORMATION.
12. SECOND FLOOR DECK DRAINS MAXIMUM 16' O.C., SLOPE TOPPING SLAB TO DRAIN
13. FOR KITCHEN EQUIPMENT SEE FOOD SERVICE PLANS.

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD005
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 06/25/2019



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DATE_____

Dougherty

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MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
3 ADD 3	05.31.18
11 RFI_068	10.26.18
20 ASI_006	12.06.18
28 CCD5	02.13.19

CLASSROOMS (B4) - FIRST FLOOR PLAN

A102

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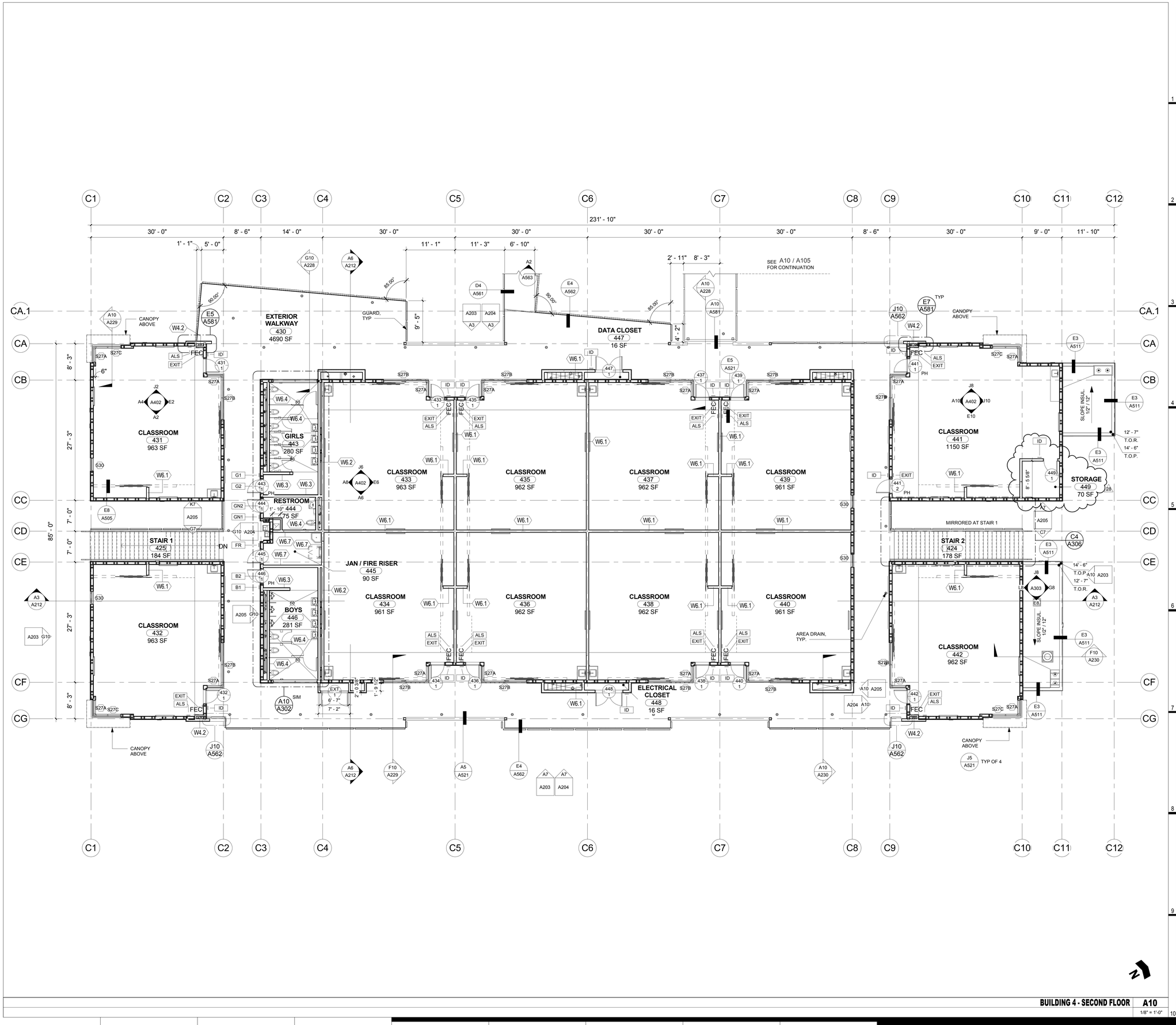

BUILDING 4 - SECOND FLOOR | A10 | 1/8" = 1'-0"

FLOOR PLAN LEGEND

- NON-RATED STUD WALL
- ONE-HOUR RATED STUD WALL.
- TWO-HOUR RATED STUD WALL.
- CONCRETE MASONRY WALL
- ONE-HOUR RATED FLOOR ASSEMBLY SEE A532
- W4.1 — WALL TYPE - SEE SHEET A011 FOR SCHEDULE
- ST3 — STOREFRONT TYPE- SEE SHEET A014 AND A015 FOR SCHEDULE
- 3 — WINDOW TYPE - SEE SHEET A013 FOR SCHEDULE
- FE — FIRE EXTINGUISHER (BRACKET MOUNTED)
- FEC — FIRE EXTINGUISHER WITH CABINET- SEE G10 / A551
- ID — SIGNAGE TYPE, SEE A571

FLOOR PLAN NOTES

1. FOR TYPICAL SYMBOLS AND ABBREVIATION SEE G002.
2. SEE SHEET A551 FOR TYPICAL CASEWORK DETAILS.
3. RESTROOMS ON GRADE TO HAVE DEPRESSED SLAB FOR MORTAR BED AND TILE.
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6. TRAFFIC COATING SHALL BE PROVIDED AT BALCONIES, STAIR TREADS AND RISERS, AND STAIR LANDINGS. BALCONY SHALL SLOPE TO DRAIN AT 2% MAX. TO EDGE.
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10. SOFFIT FRAMING TO BE 2X6 AT 16" O.C.
11. SEE CLASSROOM 403 IN A10 / A102 FOR TYP BUILDING 2 AND 4 CLASSROOM INFORMATION.
12. SECOND FLOOR DECK DRAINS MAXIMUM 16' O.C., SLOPE TOPPING SLAB TO DRAIN
13. FOR KITCHEN EQUIPMENT SEE FOOD SERVICE PLANS.

APPROVED
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AC____ FLS____ SS____
DATE____

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	05/09/2019
18_ASI_004	11.29.18
28_CCD5	02.13.19
39_PR_012	04.02.19
55_PR_19	05.23.19

CLASSROOMS (B4) - SECOND FLOOR PLAN

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A103

CHANGE ORDER REQUEST

COR No. 270 R0

Project: McKinna Elementary School Reconstruction

Date: 4/14/2020

DESCRIPTION OF WORK

RFI 361 - Added Mortarbed at 2nd floor restrooms

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Silverado Tile and Stone Inc	8,286
	Subtotal:	8,286
Contractual Costs		
Fee		428
Subcontract Default Insurance		99
CCIP		105
Contractor Bond		64
	Subtotal:	696
	Total Change Order Request Amount:	**8,982**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☐ OWNER'S REQUEST
- ☑ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

Proposal

Silverado Tile and Stone, Inc.

29142 Latigo Canyon Road Silverado, CA 92676
Phone (949) 713-3730 Fax (949) 766-6698
License # 965952

To: Bernards, Inc.
555 First Street
San Fernando, CA 91340
Contact: Jaime Pace
T: (310) 909-9763

Date: 9/10/2019

Project: McKinna ES
Oxnard, CA

Subject: RFI 361 - Added mortarbed at 2nd level restrooms

As directed by Bernards for the addition of a wire reinforced mortarbed at the second floor restrooms 443, 444 and 446, please process a change order for the additional sum of **$8,286.12.**

Breakdown:		**Quantity**	**Unit**	**Cost**	**Total**
Drypack Mortar 75# bags		112	bags	$7.78	$871.36
2"x2"x16 gauge wire mesh (500 s.f. roll)		2	rolls	$89.10	$178.20
4 mill polyethylene (1,000 sf roll)		1	roll	$43.35	$43.35
Subtotal					$1,092.91
Sales Tax				7.75%	$84.70
Freight and handling to jobsite					$409.15
Total Materials					$1,586.76
Labor		**Quantity**		**Cost**	
Foreman		20	hours	$73.40	$1,468.00
Foreman Subsistence	$90.00 per man day subsistence	20	hours	$11.25	$225.00
Tilesetter		20	hours	$67.33	$1,346.60
Tilesetter Subsistence	$90.00 per man day subsistence	20	hours	$11.25	$225.00
Finisher		40	hours	$47.20	$1,888.00
Finisher Subsistence	$90.00 per man day subsistence	40	Hours	$11.25	$450.00
Total tile and materials					$7,189.36
Overhead & Profit				15%	$1,078.40
Subtotal					$8,267.76
Textura					$18.35
Total					**$8,286.12**

Tom Page
Vice President

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Silverado Tile and Stone	**Trade:**	ceramic Tile
Date:	6/1/2019	**Classification:**	Foreman
Project:	McKinna ES Reconstruction		
Rate Effective Through:	May 31, 2020	**Union :** X	**Non Union:**

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 45.07	$ 67.61	$ 90.14
	Vacation & Holiday Accrual		$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 45.07**	**$ 67.61**	**$ 90.14**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Social Security	6.20%	$ 2.79	$ 4.19	$ 5.59
	Medicare	1.45%	$ 0.65	$ 0.98	$ 1.31
	FUTA	0.60%	$ 0.27	$ 0.41	$ 0.54
	SUI	6.20%	$ 2.79	$ 4.19	$ 5.59
	Workers Compensation Insurance	4.10%	$ 1.85	$ 1.85	$ 1.85
	General Liability Insurance		$ -	$ -	$ -
	Excess Liability Insurance		$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 8.36**	**$ 11.62**	**$ 14.87**
C.	**HOURLY BENEFITS**				
	Health & Welfare (or equivalent)		$ 9.25	$ 9.25	$ 9.25
	Pension & Retirement (or equivalent)		$ 8.09	$ 8.09	$ 8.09
	Other		$ 0.31	$ 0.31	$ 0.31
	Training (or equivalent)		$ 1.08	$ 1.08	$ 1.08
	Hourly Benefits Subtotal		**$ 18.73**	**$ 18.73**	**$ 18.73**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 72.16**	**$ 97.95**	**$ 123.74**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Silverado Tile and Stone	**Trade:**	ceramic Tile
Date:	6/1/2019	**Classification:**	Setter
Project:	McKinna ES Reconstruction		
Rate Effective Through:	May 31, 2020	**Union :** X	**Non Union:**

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 40.07	$ 60.11	$ 80.14
	Vacation & Holiday Accrual		$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 40.07**	**$ 60.11**	**$ 80.14**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Social Security	6.20%	$ 2.48	$ 3.73	$ 4.97
	Medicare	1.45%	$ 0.58	$ 0.87	$ 1.16
	FUTA	0.60%	$ 0.24	$ 0.36	$ 0.48
	SUI	6.20%	$ 2.48	$ 3.73	$ 4.97
	Workers Compensation Insurance	4.10%	$ 1.64	$ 1.64	$ 1.64
	General Liability Insurance		$ -	$ -	$ -
	Excess Liability Insurance		$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 7.43**	**$ 10.33**	**$ 13.22**
C.	**HOURLY BENEFITS**				
	Health & Welfare (or equivalent)		$ 9.25	$ 9.25	$ 9.25
	Pension & Retirement (or equivalent)		$ 8.09	$ 8.09	$ 8.09
	Other		$ 0.31	$ 0.31	$ 0.31
	Training (or equivalent)		$ 1.08	$ 1.08	$ 1.08
	Hourly Benefits Subtotal		**$ 18.73**	**$ 18.73**	**$ 18.73**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 66.23**	**$ 89.16**	**$ 112.09**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	Silverado Tile and Stone	**Trade:**	ceramic Tile
Date:	6/1/2019	**Classification:**	Finisher
Project:	McKinna ES Reconstruction		
Rate Effective Through:	May 31, 2020	**Union :** X	**Non Union:**

			Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**				
	Hourly Wage		$ 28.23	$ 42.35	$ 56.46
	Vacation & Holiday Accrual		$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal		**$ 28.23**	**$ 42.35**	**$ 56.46**
B.	**HOURLY PAYROLL TAX & INSURANCE**				
	Social Security	6.20%	$ 1.75	$ 2.63	$ 3.50
	Medicare	1.45%	$ 0.41	$ 0.61	$ 0.82
	FUTA	0.60%	$ 0.17	$ 0.25	$ 0.34
	SUI	6.20%	$ 1.75	$ 2.63	$ 3.50
	Workers Compensation Insurance	4.10%	$ 1.16	$ 1.16	$ 1.16
	General Liability Insurance		$ -	$ -	$ -
	Excess Liability Insurance		$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal		**$ 5.24**	**$ 7.28**	**$ 9.32**
C.	**HOURLY BENEFITS**				
	Health & Welfare (or equivalent)		$ 9.25	$ 9.25	$ 9.25
	Pension & Retirement (or equivalent)		$ 2.56	$ 2.56	$ 2.56
	Other		$ 0.25	$ 0.25	$ 0.25
	Training (or equivalent)		$ 0.90	$ 0.90	$ 0.90
	Hourly Benefits Subtotal		**$ 12.96**	**$ 12.96**	**$ 12.96**
	TOTAL HOURLY LABOR COST RATE (A+B+C)		**$ 46.43**	**$ 62.58**	**$ 78.74**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

REQUEST FOR INFORMATION

RFI No.: 361

To: Kevin Griendling

Company: Perkins Eastman Dougherty

Project: McKinna Elementary School Reconstruction

Date: 09-09-19

Discipline: Architectural

Subject: Level 2 Tile Setting Base Clarification

Response Requested By: 09-16-2019

DRAWINGS & SPECIFICATION REFERENCES

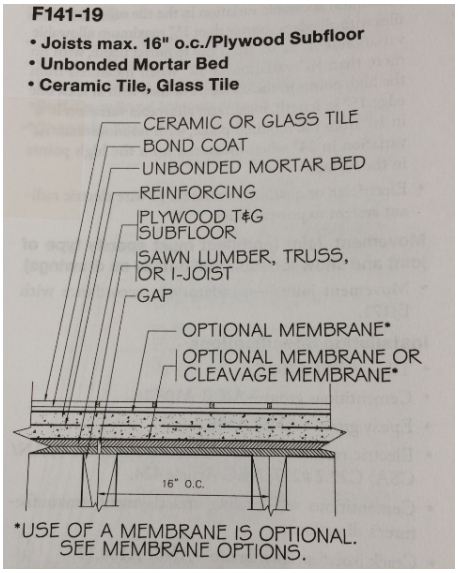
Drawing Sheet / Specification	Detail / Sub Section	Comments
09 30 00		

QUESTION

Second floor restroom tile calls to be set on the 1 & 1/2" concrete infill instead of a 1 & 1/2" setting bed. We are concerned with cracking of the underlayment, as a setting bed is typically done in this situation. Is it the design intent to tlay the tile directly on the 1 & 1/2" concrete fill?

ANSWER

In tile applications the concrete slab should be replaced with mortar bed.



Response Provided By: Kevin Griendling, AIA (Name) — Perkins Eastman (Company) — 09.09.19 (Date)

Question Initiated By: Tom Page - Silverado Tile and Stone Inc - Author Number:
Submitted By: Mitch Michaelis - Bernards

#17-41

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 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 McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 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 **Exhibits A and B** attached hereto and incorporated by reference herein; and

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

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

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

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

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

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

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of 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 **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths ($229,322.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths ($229,322.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs 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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign ***TBD*** as Project Manager/Superintendent for the Project. So long as ***TBD*** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

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

SECTION 14. PAYMENTS TO CONTRACTOR

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

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters 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
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

By: Rick Fochtman
Title: Executive VP
Date: 6.30.2017

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

#17-41

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the State of California

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths ($229,322.00)**. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.

B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.

C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.

B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.

C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.

D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

By: Rick Foelt

Title: Excutive Vice President

Date: 6.30.2017

THE DISTRICT:

Oxnard School District,
a California school district

By: Lisa A. Franz

Title: Lisa A. Franz, Director, Purchasing

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 015 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Change Order No. 015 addresses revisions approved per DSA CCD-005 to the footing for the marquee sign located at the south-west corner planter at N street near the bus loading. Also included are changes resulting from design clarifications directed by the Architect such as, ADA modifications to sidewalk located adjacent to Kindergarten, and additional site elevations revisions in various asphalt pavement areas. Also as part of the approval of a B-Permit, per the City of Oxnard, it was required that a separate dedicated 2" domestic water service be installed that will supply the kitchen area only; this B-Permit generated modification is included in this change order. Similarly, Southern California Gas (So Cal Gas) utility company required additional fieldwork to provide the new gas service. The original new gas service line was installed by the contractor per the originally approved scope as coordinated between the Architect/Engineer and So Cal Gas. However, the So Cal Gas field crew required the installation of additional ball-valves and test ports in order to activate the new gas service. Lastly, this change incorporates the procurement and installation of an additional trench drain located at the Kindergarten area. After investigating the site conditions and drawings, the drawings indicate proper flow. However, during the site walk, the engineer did indicate observation of ponding during a heavy rain event. The Architect design team in coordination with the District and CFW agreed a trench drain would provide an extra measure of safeguard from drainage issues in the event of a heavy rain event. Change Order No. 015 provides for the Board's consideration and ratification of the following COR's:

•COR 255 RO – PR 20 – CCD 05 - Marquee Sign Footing
•COR 257 RO – PR 34 - KDG Sidewalk Modification
•COR 259 RO – RFI 401 - Additional Elevations for Site Work
•COR 262 RO – RFI 364 - Added Water Line Building Plumbing
•COR 263 RO - Re-Piping Gas Regulator
•COR 264 RO – RFI 423 - KDG Play Area Drainage

FISCAL IMPACT:

Forty-Nine Thousand Nine Hundred Forty-Seven Dollars and No Cents ($49,947.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #015 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 015 (2 Pages)
COR No. 255 RO - PR 20 - CCD 05 - Marquee Sign Footing (23 Pages)
COR No. 257 RO - PR 34 - KDG Sidewalk Modification (12 Pages)
COR No. 259 RO - RFI 401 - Additional Elevations for Site Work (11 Pages)
COR No. 262 RO - RFI 364 - Added Water Line Building Plumbing (17 Pages)
COR No. 263 - Re-Piping Gas Regulator (12 Pages)
COR No. 264 - RFI 423 - KDG Play Area Drainage (14 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CHANGE ORDER

Date: 9/2/2020 **CHANGE ORDER NO. 015**

PROJECT: **MCKINNA ES RECONSTRUCTION**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 17-41

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

ARCHITECT **Perkins Eastman**
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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..... **$ 28,319,338.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-014)..... **$ 744,365.00**

ADJUSTED CONTRACT SUM..... **$ 29,063,703.00**

NET CHANGE - **$ 49,947.00**

Total Change Orders to Date: ..... **$ 794,312.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 015... ..... **$ 29,113,650.00**

Commencement Date: .....July 16, 2018
Original Completion Date: .....February 15, 2020
Original Contract Time: .....580 Calendar Days
Time Extension for all Previous Change Orders: .....Zero Calendar Days
Time Extension for this Change Order: .....Zero Calendar Days
Adjusted Completion Date: .....February 15, 2020

Percentage .....**(2.80%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR 255 RO – PR 20 – CCD 05 - Marquee Sign Footing				$3,241.00
2.	COR 257 RO – PR 34 - KG Sidewalk Modification			$5,889.00	
3.	COR 259 RO – RFI 401 - Additional Elevations for Site Work			$2,843.00	
4.	COR 262 RO – RFI 364 - Added Water Line Building Plumbing				$3,698.00
5.	COR 263 RO - Re-Piping Gas Regulator				$11,057.00
6.	COR 264 RO – RFI 423 - KDG Play Area Drainage		$23,219.00		
	Totals	**$0.00**	**$23,219.00**	**$8,732.00**	**$17,996.00**

Total Change Order No. 015 …….. $49,947.00

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR:_____ **DATE:**_____

_____ **DATE:**_____
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

INTERIM ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

CHANGE ORDER REQUEST

COR No. 255 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

PR 20 - CCD 05 - Marquee Sign Footing

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	2,990
	Subtotal:	2,990
Contractual Costs		
Fee		154
Subcontract Default Insurance		36
CCIP		38
Contractor Bond		23
	Subtotal:	251
	Total Change Order Request Amount:	**3,241**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☑ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☐ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

Date
3/23/2020

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 #
27

Description of New Work Requested	Quantity	Rate	Amount
Job Address - Mckinna ES			
Description: Per CCD #005 install 7' deep by 3' diameter natural grey concrete marquee sign footing at south-west corner planter at N street near the bus loading. Include: Drill and dispose of soil, forming of footing, rebar cage, pouring and finish concrete.			
Foreman	2	85.00	170.00
Equipment Delivery move in/out-2 mobilizations	2	150.00	300.00
Equipment - Bobcat with Auger	2	90.00	180.00
Operator - Bobcat Operator	2	86.69	173.38
Mason - Footing	2	71.13	142.26
Dispose of Spoils	2	65.00	130.00
Material - Rebar Reinforcing - 250 lbs	250	0.70	175.00
Mason - Tie Rebar Cage	6	71.13	426.78
Sonotube 3' Diameter - 7 LF	7	50.00	350.00
Forming Lumber	6	4.35	26.10
Concrete Ready Mix	1	110.00	110.00
Ready Mix AB 219 Fee	1	30.00	30.00
Concrete Pump	1	15.00	15.00
Pump Operator	1	87.02	87.02
Mason - Pour/Finish/Strip	4	71.13	284.52
Subtotal			2,600.06
Office & administration		15.00%	390.01
		Total	

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 seperate 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:

Page 1 **Signature**

Date
3/23/2020

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 #
27

Description of New Work Requested	Quantity	Rate	Amount
* Work to be done concurrently with contract work			

Total $2,990.07

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 seperate 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:**	Cement Mason
Date:	9/20/2019	**Classification:**	Journeyman
Project:	McKinna		
Rate Effective Through:	July 1, 2020	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 37.00	$ 55.50	$ 74.00
	Vacation & Holiday Accrual	$ 4.55	$ 4.55	$ 4.55
	Hourly Taxable Wage Costs Subtotal	**$ 41.55**	**$ 60.05**	**$ 78.55**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.29	$ 3.44	$ 4.59
	Medicare	$ 0.54	$ 0.80	$ 1.07
	FUI	$ 0.22	$ 0.33	$ 0.44
	SUI	$ 1.26	$ 1.89	$ 2.52
	Workers Compensation Insurance	$ 4.01	$ 6.02	$ 8.03
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 8.33**	**$ 12.49**	**$ 16.65**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 8.17	$ 8.17	$ 8.17
	Pension & Retirement (or equivalent)	$ 9.68	$ 9.68	$ 9.68
	Training (or equivalent)	$ 0.64	$ 0.64	$ 0.64
	Other	$ 2.76	$ 2.76	$ 2.76
	Hourly Benefits Subtotal	**$ 21.25**	**$ 21.25**	**$ 21.25**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 71.13**	**$ 93.79**	**$ 116.45**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

HOURLY LABOR COST RATES

Sub/Contractor:	B&M Contractors, Inc.	**Trade:**	Operator Group 3
Date:	9/20/2019	**Classification:**	Journeyman
Project:	McKinna		
Rate Effective Through:	July 1, 2020	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 48.12	$ 72.18	$ 96.24
	Vacation & Holiday Accrual	$ 3.55	$ 3.55	$ 3.55
	Hourly Taxable Wage Costs Subtotal	**$ 51.67**	**$ 75.73**	**$ 99.79**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 2.98	$ 4.48	$ 5.97
	Medicare	$ 0.70	$ 1.05	$ 1.40
	FUI	$ 0.29	$ 0.43	$ 0.58
	SUI	$ 1.64	$ 2.45	$ 3.27
	Workers Compensation Insurance	$ 5.22	$ 7.83	$ 10.44
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Hourly Payroll Tax & Insurance Subtotal	**$ 10.83**	**$ 16.24**	**$ 21.65**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 11.60	$ 11.60	$ 11.60
	Pension & Retirement (or equivalent)	$ 11.15	$ 11.15	$ 11.15
	Training (or equivalent)	$ 1.05	$ 1.05	$ 1.05
	Other	$ 0.39	$ 0.39	$ 0.39
	Hourly Benefits Subtotal	**$ 24.19**	**$ 24.19**	**$ 24.19**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 86.69**	**$ 116.16**	**$ 145.63**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

DSA 140

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: McKinna Elementary School	DSA App. #: 03 - 118371

APPLICANT

CCD Cat. ☒ A / ☐ B, #: 005	Date Submitted: 02/20/19	Attached Pages?: ☐ No ☒ Yes (22 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).		
Firm Name: Perkins Eastman Dougherty	Contact Name: Kevin Griendling	
Email: k.griendling@perkinseastman.com	Phone Number: (714) 824-3569	
Address: 3194D Airport Loop Dr		
City: Costa Mesa	State: CA	Zip: 92626
☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
☒ For project currently under construction.		
☐ To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Brian P. Dougherty	
Professional License #: C-9824	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: ☒ 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):
See attached narrative letter.

List of DSA approved drawings affected by this CCD: See attached narrative letter.

DSA USE ONLY

SSS PF	Date 6/25/19	Approved / Disapproved / Not Req'd	
FLS EJ	Date 2/28/19	Approved / Disapproved / Not Req'd	
ACS MF	Date 3/08/19	Approved / Disapproved / Not Req'd	

Remarks

For business office use only
Date Sent
Return By
Delivery Method

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD005
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 06/25/2019

PERKINS EASTMAN Dougherty

02/20/2019

DSA Los Angeles

Re:

McKinna Elementary School
Dougherty Project No.: 21710.00
Perkins Eastman Project No.: 75110.00.0
DSA # A03 118371

The following changes listed are included in this CCD #005 package:

Sheet #	Description of Change
G003	Safe dispersal area added to kindergarten building play area due to addition of fencing added on sheet A002
A002	Fencing added separating kindergarten play area from the campus
A012	Room finish schedule modified to reflect restroom/data room relocations
A013	Gate and door schedule modified to reflect fence addition and restroom/data room relocations
A102	Piano lab floor outlets added, and restroom/data rooms relocated.
A103	Restroom revised to storage, relocated (moved to first floor on sheet A102)
A106	Kindergarten restroom doors revised to double action doors
A132	Reflected ceiling plans revised for restroom/data room relocations
A133	Reflected ceiling plans revised for restroom/data room relocations
A303	Restroom plan added, room 417 water closet revised to kindergarten age model
M002	Ductless Split Unit Schedule: IU 4-1 replaced with a 3-ton unit. Exhaust Fan Schedule: Area served for EF 4-4 changed to Toilet 418.
M005	Relief Vent Schedule: RV 4-1 taken out.
M300	First Floor: IU 4-1 moved to Data 421. EF 4-4 moved to Restroom 418 and construction note 5 added to the doors. Second Floor: RV 4-1 deleted on Data 421 roof. A 3-way diffuser and ducts were added to feed Storage 449, and EF 4-4 taken out. CFM from 4 ceiling diffusers in Classroom 441 reduced. RV 4-16 moved to Restroom 418 roof.
M301	OU 4-1 relocated. RV 4-16 relocated.
M302	First Floor: IU- 4-1 relocated to Data 421 and refrigerant lines now run in wall between Classroom 411 and Data 421. Refrigerant lines deleted in Restroom 418. Second Floor: Refrigerant lines relocated in Classroom 441. Refrigerant lines that run along Classroom 442 deleted.
P300	1/P300: Storage 421 changed into Data Room 421, IU 4-1 condensate piping now running to S-2 tailpiece in Classroom 411. Data Room 418 changed into Restroom 418 and Storage 422, waste piping extended to WC and Lav. Vent piping connected to vent at the sink in classroom 412 that goes up thru the second floor. Domestic water extended from the

Perkins Eastman Architects DPC

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Costa Mesa, CA 92626
+1.714.427.0277

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Mumbai
New York
Oakland
Pittsburgh
San Francisco
Shanghai
Stamford
Toronto
Washington DC

	hallway to the restroom to feed the fixtures, and piping resized in some area (Hallway & Classroom 411) to accommodate the added fixtures. 2/P300: Restroom 449 changed into Storage 449. Waste, vent and cold-water piping taken out. Condensate piping from BC 4-4 now running along the ceiling of Classroom 441 to sink tailpiece. Vent from the first-floor restroom's fixtures now go up in the wall to connect to other vent piping. Vent resized in Classroom 440 from the restroom fixtures added below.
P302	3/P302: Cold water piping resized. WC-3 changed to WC-4. 4/P302: Waste riser taken out, waste piping size changed. WC-3 changed to WC-4.
P303	3/P303: Deleted CW enlargement of the second-floor restroom, replaced with restroom 418 added in the first floor. 4/P304: Deleted waste & vent enlargement of the second-floor restroom, replaced with restroom 418 added in the first floor.
FP104	2/FP104: Added elevation for soffit. Lowered sprinkler heads to soffit height. Changed recessed sprinklers to concealed heads. 4/FP 104: Revised sprinkler head schedule.
FP102	1/FP102: Added upright sprinkler above new storage room & changed pipe size from 1" diameter to 1-1/4". 2/FP102: Revised sprinkler head schedule.
E109	Voice/Data Riser Diagram modified
E502	Signal plan modified to reflect piano lab and restroom/data room relocations
Structural:	Addition of steel to pony wall in kitchen.
	Revision of shear wall at restroom/data room relocations
	Addition of Marquee sign
	*Structural calculations included after reference drawings.

PERKINS EASTMAN Dougherty

Please contact Kevin Griendling if you have any questions at (714) 824-3569.

Sincerely,

Perkins Eastman Dougherty

MHP STRUCTURAL ENGINEERS

CALCULATION SHEET

SUBJECT: McKINNA ES - MARQUEE SIGN

DATE: 5/15/19

JOB NO: 17-0184-00

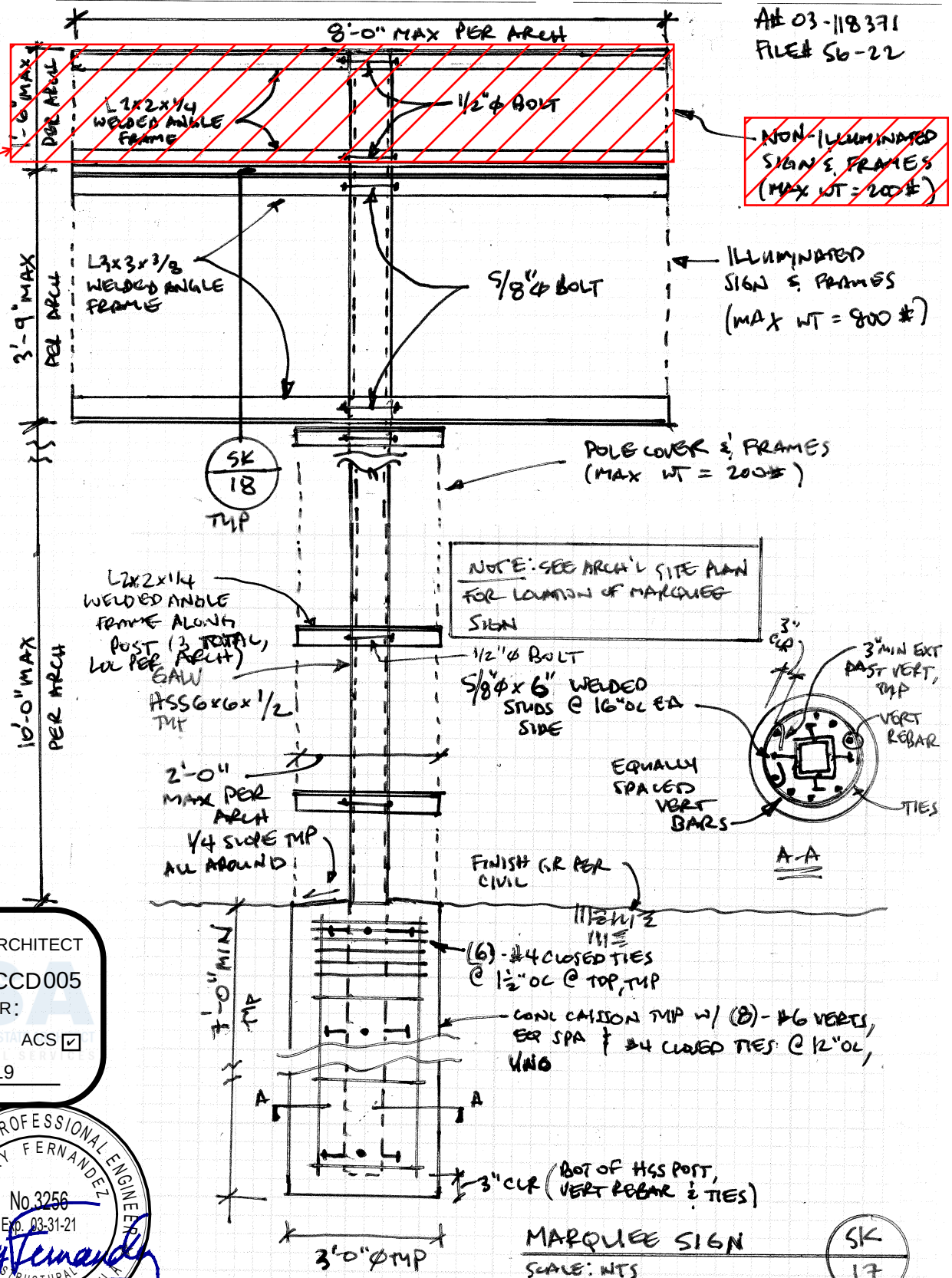
BY: PJC

SHEET:

A# 03-118371
FILE# S6-22

CCD # 005

NON-ILLUMINATED SIGN OMITTED FROM SCOPE



MARQUEE SIGN

SCALE: NTS

SK 17

NEW DTL

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD005
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 06/25/2019

REGISTERED PROFESSIONAL ENGINEER
TERRY FERNANDEZ
No. 3256
Exp. 03-31-21
STRUCTURAL
STATE OF CALIFORNIA

3900 Cover Street, Long Beach, CA 90808-1773 562.985.3200 P 562.985.1011 F www.mhpse.com

MHP STRUCTURAL ENGINEERS

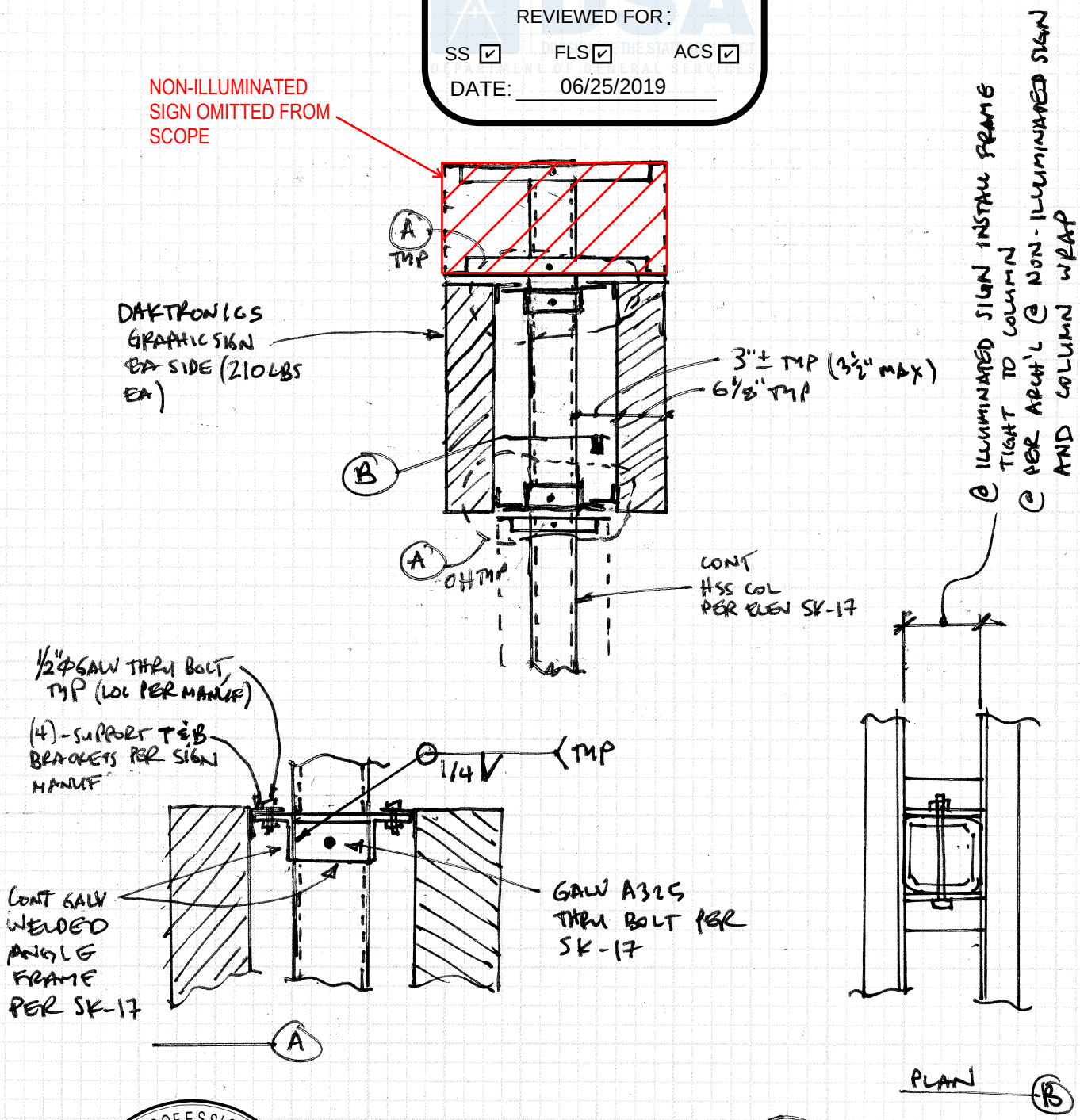
SUBJECT: McKINNA ES - MARQUEE SIGN | DATE: 5/15/19 | JOB NO: 17 - 0184-00

BY: PJC | SHEET:

CCD 005

A# 03.118371
FILE# 56-22

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD005
REVIEWED FOR:
SS ☑ FLS ☑ ACS ☑
DATE: 06/25/2019



SECTION THROUGH MARQUEE

SCALE: NTS

SK 18

NEW DTL

REGISTERED PROFESSIONAL ENGINEER
TERRY FERNANDEZ
No. 3256
Exp. 03-31-21
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STATE OF CALIFORNIA

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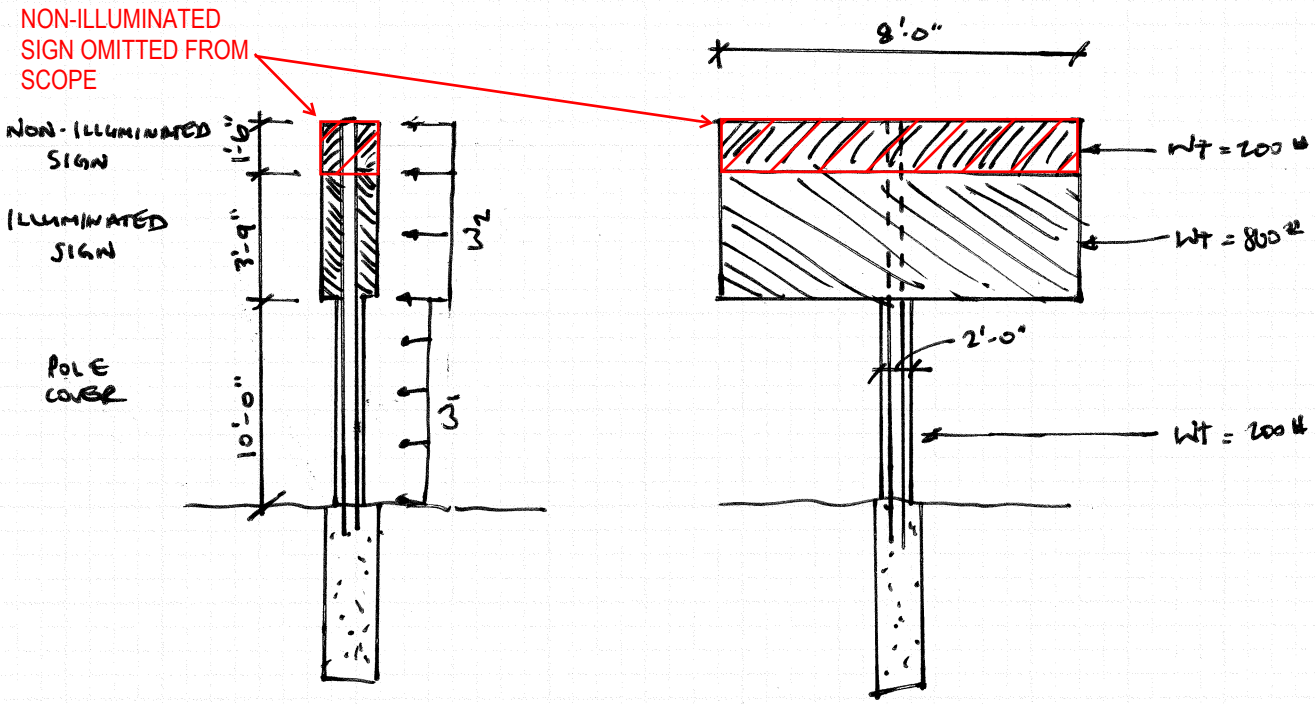
MHP STRUCTURAL ENGINEERS

SUBJECT: McKINNA ES
MARQUEE SIGN SUPPORT

DATE: 5/15/19 JOB NO: 17-0184-00
BY: PJC SHEET: 1 OF 12

CCD 005

A# 03-118371
FILE# 56.22



DESIGN WIND LOAD (Ch. 29, ASCE 7-10)

$w_2 = 41.7 \text{ psf } (8') = \underline{334 \text{ PLF}}$

SEE PG. 3

$w_1 = 29.5 \text{ psf } (2') = \underline{59 \text{ PLF}}$

EFF. PRESSURE ON COVERED POLE = $q_z G C_f$ Fig 29.5-1

$= 0.00256(0.86)1.0(0.85)(115)^2 \times 0.85 \times 1.4$

$= 24.7 \text{ psf} \times 0.85 \times 1.4$

$= 29.5 \text{ psf}$

$M_{WIND} = 334 \text{ PLF } (5.25') \times (5.25'/2 + 10') + 59 \text{ PLF } (10)^2/2$

$= 22138^{\#'} + 2950^{\#'}$

$= \underline{25088^{\#'}}$ (ULT)

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SEISMIC DESIGN LOAD (Ch. 15, ASCE 7-10)

SIGN & BILLBOARDS $R = 3.0$, $S_{DS} = 1.601$

$$V = \frac{1.601}{3.0/1.0} W = 0.534\,W$$

$V_{\text{NON-ILLUMINATED SIGN}} = 0.534\,(200^{\#}) = 107^{\#}$

$V_{\text{ILLUMINATED SIGN}} = 0.534\,(800^{\#}) = 427^{\#}$

$V_{\text{CONCRETE POLE}} = 0.534\,(200^{\#}) = 107^{\#}$

$$M_{\text{SEISMIC}} = 107^{\#}\left(1.5'/2 + 13.75'\right) + 427^{\#}\left(3.75'/2 + 10'\right) + 107^{\#}\left(\frac{10'}{2}\right)$$

$$= 1552^{\#\prime} + 5070^{\#\prime} + 535^{\#\prime}$$

$$= \underline{7157^{\#\prime}} \text{ (ULT)}$$

∴ WIND GOVERNS

DESIGN FOOTING (NON-CONSTRAINED)

SEE CALC. PG. 4

∴ USE 3'-0" ϕ x 7'-0" DEEP SINGLE CAISSON

DESIGN CENTER COLUMN

SEE CALC. PG. 6

∴ USE HSS 6x6x1/2

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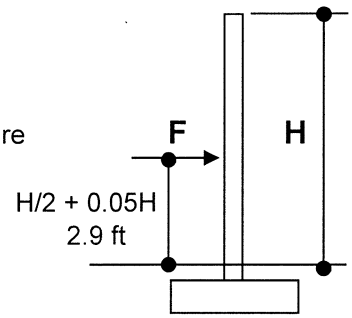
Wind: Load on Other Structures (Chp 29)

Design Assumptions:

1. s/h = 1
2. Regular shaped, enclosed structure
3. When designing a sign Load Case B & C , will cause uneven pressure on the sign surface. Evaluate per Figure 29.4-1 ASCE 7-10.
4. Minimum Pressure of 16 psf.



Solid Freestanding Walls and Solid Signs (29.4.1)

Risk Category	**3**		Table 1.5-1
Wind Speed (V) =	115	mph	Section 26.5
Exposure Category =	**C**		Section 26.7
Topographic factor (K_{zt}) =	1		Section 26.8
Directionality factor (K_d) =	0.85		Table 26.6-1
Gust Factor (G) =	0.85		Section 26.9
Velocity Pressure Exposure (K_z or K_h) =	0.86 ✓		Table 29.3-1
Wall(or Sign) Length, B =	**8**	ft ✓	
Wall(or Sign) Height, s =	**5.25**	ft ✓	B/s = 1.52381 ✓
Dimension to top of sign, h=	16	ft ✓	

Velocity Pressure $q_z = 0.00256*K_z*K_{zt}*K_d*V^2$

q_z =	24.7	psf	Equation 30.3-1
$F = q_z*G*C_f*A_f$			Section 29.4-1 ASCE 7-10
Af =	42	ft^2 ✓	
Cf=	**1.80**	✓	Figure 29.4-1 ASCE 7-10

Load Case A & B

F = 37.9 psf ✓ — For Sign: Using Load Case B will cause Torsion due to offset resultant

Load Case C (does not apply)

Return Corner Length (L_r) = ft

L/s = 0.00

Edge Pressure within	5.25	ft	from the end of the wall(or Sign)
Cf =	2.3		When L/s is greater than 4 and a return corner occurs,
$Cf_{reduced}$ =	2.3		this may be reduced per Figure 29.4-1 ASCE7-10
σ =	48.4	psf	
Typical Pressure a distance	10.5	ft	from the end of the wall(or Sign)
Cf =	1.5		
σ =	21.0	psf	

Effective Wind Pressure = 41.7 psf

Footing: **Marquee Sign Footing**

◉ Caisson Foundation ○ Mat Foundation

Caisson Design:

2016 California Building Code

$$d = \frac{A}{2}\left(1 + \sqrt{1 + \frac{4.36h}{A}}\right)$$

$$A = \frac{2.34P}{S_1 b}$$

b= diameter of footing (ft)
d= depth of embedment in earth in feet
h= distance in feet from ground surface to point of application to "P"
P= applied lateral force in pounds
S_1= allowable lateral soil-bearing pressure based on a depth of one third the depth of embedment

Total Caisson Depth, d=	7 ft		Code Moment, M=	15,060 ft-lbs (ASD)	
Depth of soil to neglect=	1 ft		Code Shear, P=	1,440 lbs (ASD)	
Caisson Depth used in Analysis=	6 ft		h_{eq}=M/P=	10.46 ft	
Caisson Diameter, b=	3 ft		S_1=	600.0 psf	
All. Lat. Bearing Pressure=	300 psf		d_{req}=	5.65 ft	OK
Allowable Bearing Pressure=	3000 psf		Height of Pile above soil	0 ft	
Concrete Design Strength=	3000 psi		Additional Vertical Load	1200 lbs	
			Weight of Pile	7422 lbs	
			Vertical Bearing:	1219.8 psf	OK

Soils Report Provided by: n/a
Soils Report #: n/a

$M_{ASD} = 0.6 \times 25100^{\#1} = 15{,}060^{\#1}$

$V_{ASD} = 0.6(334\,PLF \times 5.25' + 59\,PLF \times 10') \approx 1440^{\#}$

Steel Beam

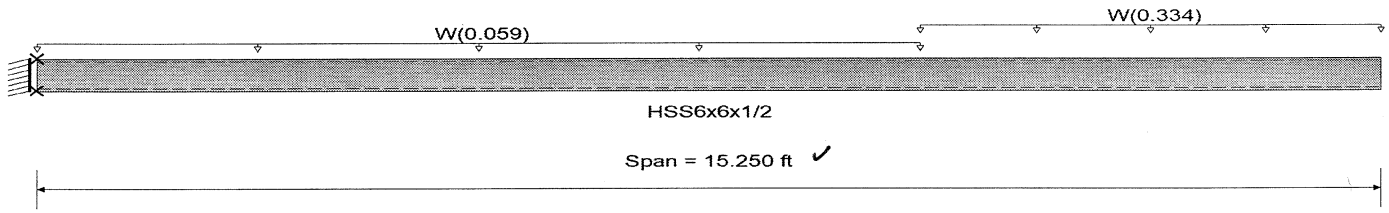
DESCRIPTION: McKinna CCD 005 Marquee Sign Post

CODE REFERENCES

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method :	Load Resistance Factor Design	Fy : Steel Yield :	46.0 ksi
Beam Bracing :	Completely Unbraced	E: Modulus :	29,000.0 ksi
Bending Axis :	Major Axis Bending		



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Load for Span Number 1
Uniform Load : W = 0.0590 k/ft, Extent = 0.0 -->> 10.0 ft, Tributary Width = 1.0 ft, (w1)

Uniform Load : W = 0.3340 k/ft, Extent = 10.0 -->> 15.250 ft, Tributary Width = 1.0 ft, (w1)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	**0.367** : 1	Maximum Shear Stress Ratio =	**0.022** : 1
Section used for this span	**HSS6x6x1/2**	Section used for this span	**HSS6x6x1/2**
Mu : Applied	25.088 k-ft	Vu : Applied	2.344 k
Mn * Phi : Allowable	68.310 k-ft	Vn * Phi : Allowable	106.381 k
Load Combination	+1.20D+0.50Lr+L+W+1.60H	Load Combination	+1.20D+0.50Lr+L+W+1.60H
Location of maximum on span	0.000 ft	Location of maximum on span	0.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1

Maximum Deflection

Max Downward Transient Deflection	1.288 in	Ratio =	284 >=240
Max Upward Transient Deflection	0.000 in	Ratio =	0 <240
Max Downward Total Deflection	1.236 in	Ratio =	296 >=240
Max Upward Total Deflection	0.000 in	Ratio =	0 <240

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
Segment Length	Span #	M	V	max Mu +	max Mu -	Mu Max	Mnx	Phi*Mnx	Cb	Rm	VuMax	Vnx	Phi*Vnx
+1.40D+1.60H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
+1.20D+0.50Lr+1.60L+1.60H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
+1.20D+1.60L+0.50S+1.60H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
+1.20D+1.60Lr+L+1.60H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
+1.20D+1.60Lr+0.50W+1.60H													
Dsgn. L = 15.21 ft	1	0.184	0.011	-0.00	-12.54	12.54	75.90	68.31	1.00	1.00	1.17	118.20	106.38
Dsgn. L = 0.04 ft	1	0.000	0.000		-0.00	0.00	75.90	68.31	1.00	1.00	0.01	118.20	106.38
+1.20D+L+1.60S+1.60H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
+1.20D+1.60S+0.50W+1.60H													
Dsgn. L = 15.21 ft	1	0.184	0.011	-0.00	-12.54	12.54	75.90	68.31	1.00	1.00	1.17	118.20	106.38

Steel Beam

Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

DESCRIPTION: McKinna CCD 005 Marquee Sign Post

Load Combination		Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
Segment Length	Span #	M	V	max Mu +	max Mu -	Mu Max	Mnx	Phi*Mnx	Cb	Rm	VuMax	Vnx	Phi*Vnx
Dsgn. L = 0.04 ft	1	0.000	0.000		-0.00	0.00	75.90	68.31	1.00	1.00	0.01	118.20	106.38
+1.20D+0.50Lr+L+W+1.60H													
Dsgn. L = 15.21 ft	1	0.367	0.022	-0.00	-25.09	25.09	75.90	68.31	1.00	1.00	2.34	118.20	106.38
Dsgn. L = 0.04 ft	1	0.000	0.000		-0.00	0.00	75.90	68.31	1.00	1.00	0.01	118.20	106.38
+1.20D+L+0.50S+W+1.60H													
Dsgn. L = 15.21 ft	1	0.367	0.022	-0.00	-25.09	25.09	75.90	68.31	1.00	1.00	2.34	118.20	106.38
Dsgn. L = 0.04 ft	1	0.000	0.000		-0.00	0.00	75.90	68.31	1.00	1.00	0.01	118.20	106.38
+0.90D+W+1.60H													
Dsgn. L = 15.21 ft	1	0.367	0.022	-0.00	-25.09	25.09	75.90	68.31	1.00	1.00	2.34	118.20	106.38
Dsgn. L = 0.04 ft	1	0.000	0.000		-0.00	0.00	75.90	68.31	1.00	1.00	0.01	118.20	106.38
+1.20D+L+0.20S+E+1.90H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
+0.90D+E+0.90H													
Dsgn. L = 15.21 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38
Dsgn. L = 0.04 ft	1		0.000				75.90	68.31	1.00	1.00	-0.00	118.20	106.38

Overall Maximum Deflections

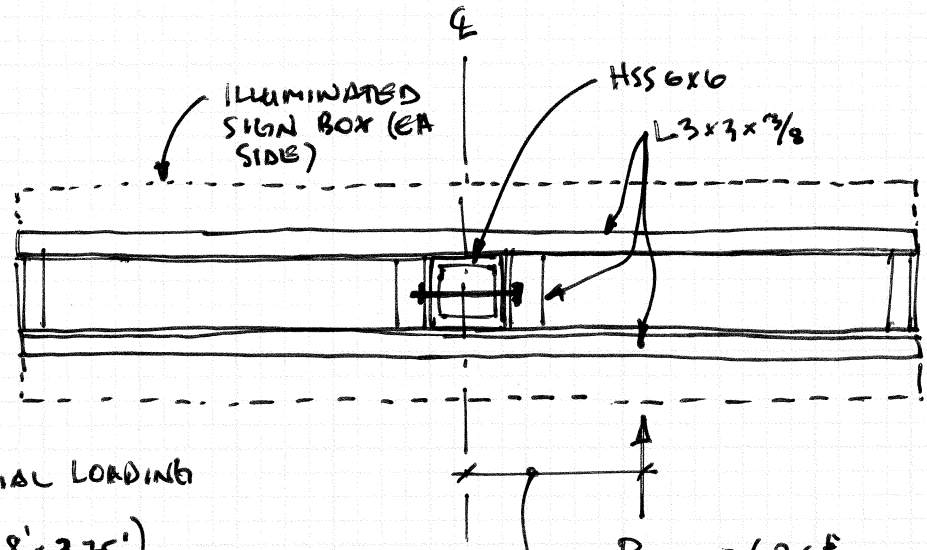
Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
+0.6250W	1	1.2879	15.250		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	2.344	
Overall MINimum	1.055	
+D+H		
+D+L+H		
+D+Lr+H		
+D+S+H		
+D+0.750Lr+0.750L+H		
+D+0.750L+0.750S+H		
+D+0.60W+H	1.406	
+D+0.750Lr+0.450W+H	1.055	
+D+0.750S+0.450W+H	1.055	
+0.60D+0.60W+0.60H	1.406	
+D+0.70E+0.60H		
+D+0.750L+0.750S+0.5250E+H		
+0.60D+0.70E+H		
D Only		
Lr Only		
L Only		
S Only		
W Only	2.344	
E Only		
H Only		

DESIGN ANGLE FRAME

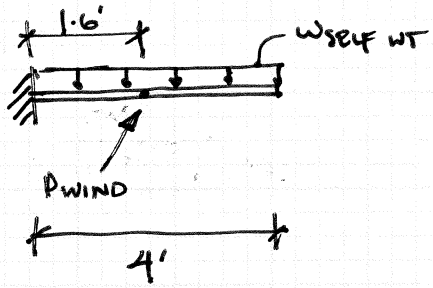


CHECK ANGLE FOR BIAXIAL LOADING

$P_{WIND} = 41.7\ psf(8' \times 3.75')$
$= 1251\#$ / 2 ANGLE FRAMES (TOP & BOT)
$= 626\#$

$0.2B = 0.2 \times 8' = 1.6'$

$Wt = \frac{800\#}{8' \times 2\ ANGLES} = 50\ PLF$



SEE ENERCALC OUTPUT PGS 9-12

DCR 1.2DL = 0.205
DCR W = + 0.375
0.580 < 1.0 OK

∴ USE L3x3x3/8

CHECK ANCHOR BOLT

$V_Y = (800\#/2)1.2 = 480\#$ (ULT) (double shear)

ANGLE FRAME TOP & BOT

$V_X = \frac{626\#(1.6')12''/'}{6''} = 2004\#$ (ULT)

TRY 5/8" ϕ BOLT $\frac{480\#}{7360\#} + \frac{2004}{3680\#} = 0.07 + 0.55 = 0.62 < 1.0$

∴ USE 5/8" ϕ A307 BOLT

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PIXELS HIGH (AAA)	PIXELS WIDE (BBB)	PIXEL SPACING (CC)
60	150	15.85mm
48	120	19.81mm
36	90	26.42mm

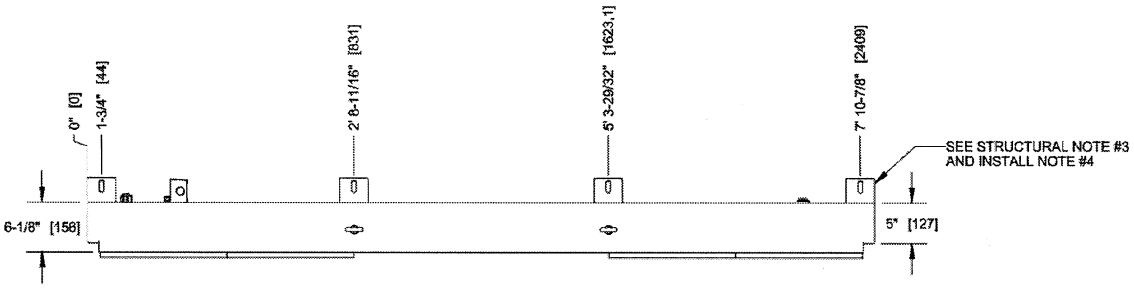
#	DETAIL	DESCRIPTION
1	DISPLAY	GS6 - AAAxBBB-CC (SEE CHART ON TOP LEFT)
2	LED COLOR	RED, AMBER, OR RGB
3	ACTIVE AREA	3' 1-7/16" [951] X 7' 9-5/8" [2377]
4	OVERALL SIZE	3' 7-7/16" [1103] X 8' 5/8" [2454]
5	CABINET	ALUMINUM & STEEL
6	VENTILATION	FRONT
7	ACCESS	SERVICE FROM FRONT OF DISPLAY
8	WEIGHT	210 LBS [95 KG] (APPROX)
9	SHIPPING	SHIPPED AS A SINGLE UNIT
10	DIMENSIONS	FEET AND INCHES [MILLIMETERS]
11	PAINTED	SEMI-GLOSS BLACK
STRUCTURAL RATING		
1	DESIGN WIND PRESSURE "P" (CASE A)	P<=100 PSF (ASD)
2	STANDARD/CODE	IBC 2009/ASCE7-05, IBC 2012/ASCE7-10
3	ALL CLIP ANGLES MUST BE USED TO MOUNT DISPLAY	

POWER RATING PER SINGLE FACE: FOR SIZING ELEC.SERVICE MAX REQ'D SHOWN

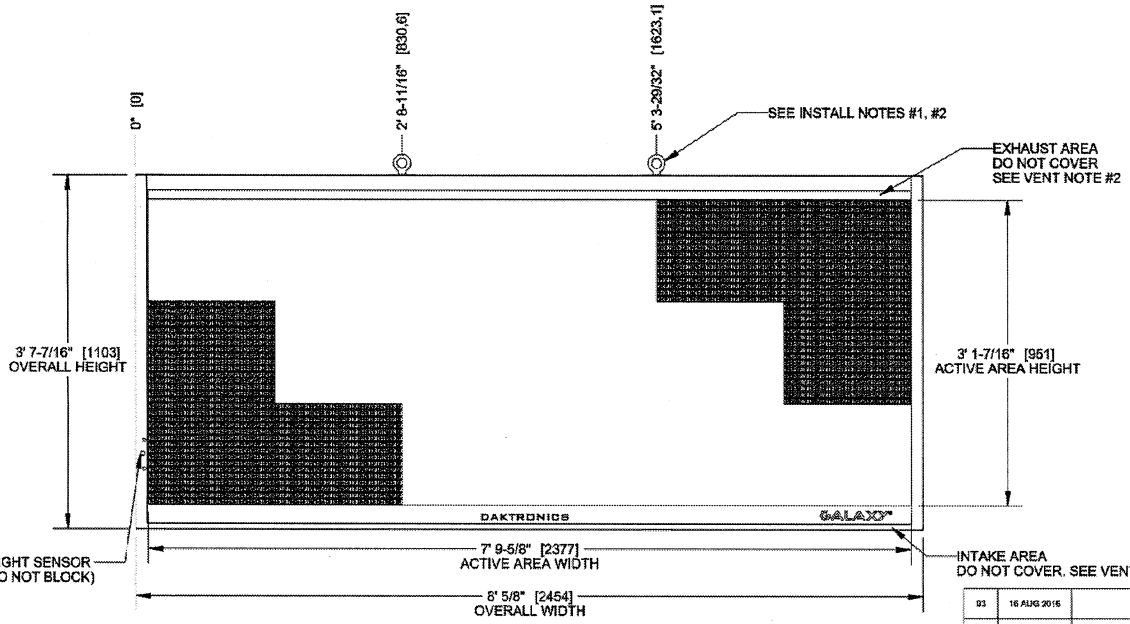
TECHNOLOGY	COLOR	MAX WATTS	120VAC 1PH 50/60Hz (2 WIRES + GND) DOMESTIC	240VAC 1PH 50Hz (2 WIRES + GND) INTERNATIONAL SPECIAL ORDER
			LINE 1 (AMPS)	LINE 1 (AMPS)
GS6	RED	614	5.12	2.56
	AMBER	614	5.12	2.56
	RGB	1000	8.34	4.17

VENTILATION REQUIREMENTS	
1	DISPLAY RELIES ON VENTILATION TO FUNCTION PROPERLY. INTAKES, LOCATED AT THE FRONT OF THE DISPLAY, MUST BE ABLE TO DRAW IN AIR AT A TEMPERATURE NO GREATER THAN 120° F.
2	IN ORDER TO ENSURE AMBIENT TEMPERATURE AIRFLOW IS MAINTAINED, NO PORTION OF THE VENTILATION OPENINGS ALONG THE FRONT OF THE DISPLAY MAY BE COVERED OR OBSTRUCTED IN ANY WAY.

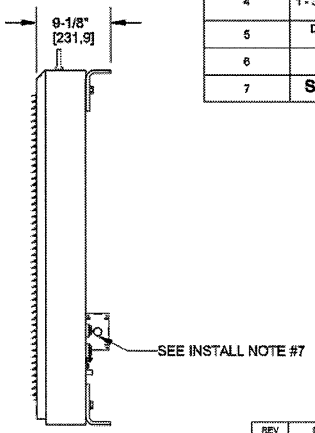
INSTALL NOTES	
1	IN ORDER TO PRESERVE THE STRUCTURAL INTEGRITY OF THE DISPLAY CABINET, THE 90° ANGLE BETWEEN THE CABINET AND THE LIFTEYE MUST BE MAINTAINED - USING A SPREADER BEAM IS SUGGESTED. ALL EYEBOLTS MUST BE USED WHEN LIFTING.
2	1/2" LIFTEYES TO ASSIST WITH DISPLAY INSTALLATION. LIFTEYES MAY NOT BE USED FOR PERMANENT INSTALLATION. LIFTEYES MAY BE REMOVED.
3	MECHANICAL AND SIGNAL CONNECTIONS OCCUR EXTERNAL TO DISPLAY.
4	CLIP ANGLE FOR MOUNTING. CLIP ANGLES CAN BE ADJUSTED VERTICALLY 1 - 3/16" AS NEEDED DURING INSTALLATION. CLIP ANGLE CAN BE WELDED OR BOLTED TO STRINGER. ALL CLIP ANGLE LOCATIONS MUST BE USED.
5	DAKTRONICS IS NOT RESPONSIBLE FOR THE MOUNTING HARDWARE OR THE INTEGRITY OF THE MOUNTING STRUCTURE.
6	DAKTRONICS IS NOT RESPONSIBLE FOR THE MAIN ELECTRICAL DISCONNECT. SEE POWER RATINGS ABOVE.
7	**SEE DWG-03097583 FOR SIGNAL & MTG DETAILS**



TOP VIEW



FRONT VIEW



RIGHT VIEW

REV	DATE:		BY:
03	16 AUG 2016	PER EC-22282: UPDATED DRAWING LAYOUT	DJO 19434
02	09 MAY 16	UPDATED GALAXY LABEL	BAS 18436
01	26 OCT 15	ADDED 120 POWER REQUIREMENTS	DJO
REV	DATE:		BY:

DAKTRONICS

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THIRD ANGLE PROJECTION

PROJECT:	GALAXY GS6 SERIES		
TITLE:	SHOP DWG, GS6-R, 3' 8"x8' 1" (3x6 MODS)		
DATE: 16-AUG-16	DIM UNITS: INCHES [MILLIMETERS]	SHEET	REV
SCALE: 1/15	DO NOT SCALE DRAWING	1 OF 1	04
DESIGN: TWHITEH	JOB NO.	RUNO - TYPE - SIZE	3111347
DRAWN: DOSTRAA	P1817	E - 07 - B	

8 OF 12

Title Block Line 1
You can change this area using the "Settings" menu item and then using the "Printing & Title Block" selection.
Title Block Line 6

Project Title:
Engineer:
Project ID:
Project Descr:

Printed: 16 MAY 2019, 3:55PM

Steel Beam

es (SAI, FCD, etc)_CCD 005 (pony wall_marquee_data rm)\CCD 005 (marquee sign)\170184.Marquee Sign.ec6
Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30

Lic. # : KW-06002754 MYERS, HOUGHTON PARTNERS

DESCRIPTION: Angle Frame (DL only)

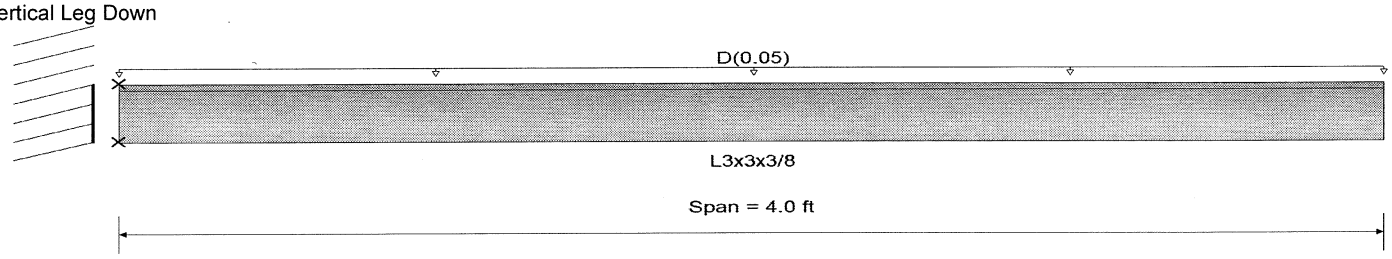
CODE REFERENCES

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method :	Load Resistance Factor Design	Fy : Steel Yield :	36.0 ksi
Beam Bracing :	Completely Unbraced	E: Modulus :	29,000.0 ksi
Bending Axis :	Major Axis Bending		

Vertical Leg Down



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight calculated and added to loading
Uniform Load : D = 0.050 k/ft, Tributary Width = 1.0 ft, (frame + marquee weight)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	**0.205** : 1	Maximum Shear Stress Ratio =	**0.013** : 1
Section used for this span	**L3x3x3/8**	Section used for this span	**L3x3x3/8**
Mu : Applied	0.549 k-ft	Vu : Applied	0.2746 k
Mn * Phi : Allowable	2.673 k-ft	Vn * Phi : Allowable	21.870 k
Load Combination	+1.20D+0.50Lr+L+W+1.60H	Load Combination	+1.20D+0.50Lr+L+W+1.60H
Location of maximum on span	0.000 ft	Location of maximum on span	0.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.000 in	Ratio =	0 <240
Max Upward Transient Deflection	0.000 in	Ratio =	0 <240
Max Downward Total Deflection	0.062 in	Ratio =	1543 >=240
Max Upward Total Deflection	0.000 in	Ratio =	0 <240

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
Segment Length	Span #	M	V	max Mu +	max Mu -	Mu Max	Mnx	Phi*Mnx	Cb	Rm	VuMax	Vnx	Phi*Vnx
+1.20D+0.50Lr+L+W+1.60H													
Dsgn. L = 4.00 ft	1	0.205	0.013		-0.55	0.55	2.97	2.67	1.00	1.00	0.27	24.30	21.87

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D Only	1	0.0622	4.000		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	0.229	
Overall MINimum	0.137	
+D+H	0.229	
+D+L+H	0.229	
+D+Lr+H	0.229	
+D+S+H	0.229	
+D+0.750Lr+0.750L+H	0.229	
+D+0.750L+0.750S+H	0.229	
+D+0.60W+H	0.229	
+D+0.750Lr+0.450W+H	0.229	
+D+0.750S+0.450W+H	0.229	
+0.60D+0.60W+0.60H	0.137	
+D+0.70E+0.60H	0.229	

DESCRIPTION: Angle Frame (DL only)

Vertical Reactions

Support notation : Far left is #1

Values in KIPS

Load Combination	Support 1	Support 2
+D+0.750L+0.750S+0.5250E+H	0.229	
+0.60D+0.70E+H	0.137	
D Only	0.229	
Lr Only		
L Only		
S Only		
W Only		
E Only		
H Only		

Steel Beam

es (SAI, FCD, etc)_CCD 005 (pony wall_marquee_data rm)\CCD 005 (marquee sign)\170184.Marquee Sign.ec6
Software copyright ENERCALC, INC. 1983-2019, Build:10.19.1.30
Lic. # : KW-06002754
MYERS, HOUGHTON PARTNERS

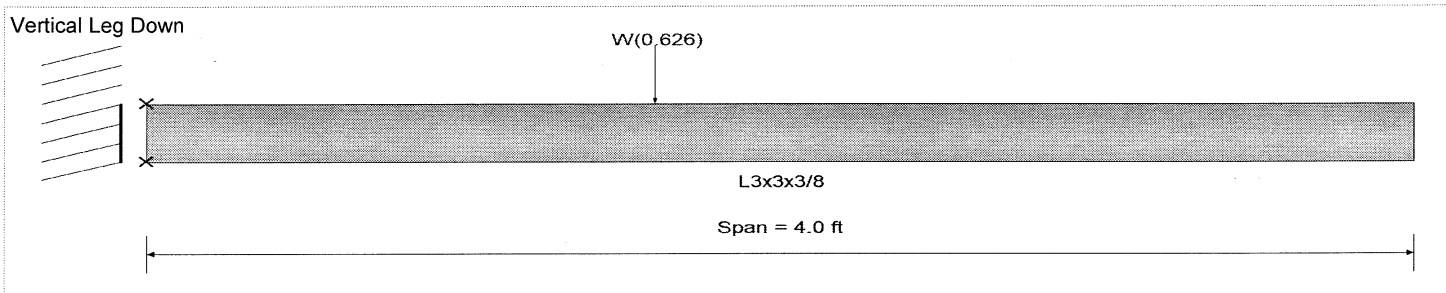
DESCRIPTION: Angle Frame (W only)

CODE REFERENCES

Calculations per AISC 360-10, IBC 2015, CBC 2016, ASCE 7-10
Load Combination Set : ASCE 7-16

Material Properties

Analysis Method :	Load Resistance Factor Design	Fy : Steel Yield :	36.0 ksi
Beam Bracing :	Completely Unbraced	E: Modulus :	29,000.0 ksi
Bending Axis :	Minor Axis Bending		



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Beam self weight NOT internally calculated and added
Load(s) for Span Number 1
Point Load : W = 0.6260 k @ 1.60 ft, (wind)

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio =	**0.375** : 1	Maximum Shear Stress Ratio =	**0.029** : 1
Section used for this span	**L3x3x3/8**	Section used for this span	**L3x3x3/8**
Mu : Applied	1.002 k-ft	Vu : Applied	0.6260 k
Mn * Phi : Allowable	2.673 k-ft	Vn * Phi : Allowable	21.870 k
Load Combination	+1.20D+0.50Lr+L+W+1.60H	Load Combination	+1.20D+0.50Lr+L+W+1.60H
Location of maximum on span	0.000ft	Location of maximum on span	0.000 ft
Span # where maximum occurs	Span # 1	Span # where maximum occurs	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.094 in	Ratio =	1,016 >=240
Max Upward Transient Deflection	0.000 in	Ratio =	0 <240
Max Downward Total Deflection	0.057 in	Ratio =	1694 >=240
Max Upward Total Deflection	0.000 in	Ratio =	0 <240

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios		Summary of Moment Values							Summary of Shear Values		
Segment Length	Span #	M	V	max Mu +	max Mu -	Mu Max	Mny	Phi*Mny	Cb	Rm	VuMax	Vny	Phi*Vny
+1.20D+0.50Lr+L+W+1.60H													
Dsgn. L = 4.00 ft	1	0.375	0.029		-1.00	1.00	2.97	2.67	1.00	1.00	0.63	24.30	21.87

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
W Only	1	0.0944	4.000		0.0000	0.000

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
Overall MAXimum	0.626	
Overall MINimum	0.282	
+D+H		
+D+L+H		
+D+Lr+H		
+D+S+H		
+D+0.750Lr+0.750L+H		
+D+0.750L+0.750S+H		
+D+0.60W+H	0.376	
+D+0.750Lr+0.450W+H	0.282	
+D+0.750S+0.450W+H	0.282	
+0.60D+0.60W+0.60H	0.376	

DESCRIPTION: Angle Frame (W only)

Vertical Reactions

Support notation : Far left is #1 Values in KIPS

Load Combination	Support 1	Support 2
+D+0.70E+0.60H		
+D+0.750L+0.750S+0.5250E+H		
+0.60D+0.70E+H		
D Only		
Lr Only		
L Only		
S Only		
W Only	0.626	
E Only		
H Only		

CHANGE ORDER REQUEST

COR No. 257 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

PR 34 - KG Sidewalk modifciation

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Damar Construction Inc	5,433
	Subtotal:	5,433
Contractual Costs		
Fee		280
Subcontract Default Insurance		65
CCIP		69
Contractor Bond		42
	Subtotal:	456
	Total Change Order Request Amount:	**5,889**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- [x] DOCUMENT CLARIFICATIONS
- [ ] AGENCY REVIEW
- [ ] FIELD CONDITIONS
- [ ] OWNER'S REQUEST
- [ ] CONTRACTOR BUYOUT

- [x] MERITED
- [ ] NOT MERITED

Damar Construction, Inc.
4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438
License: 722632

Request for Change Order

RFCO#:15
C.O.#:TBD
Order Date: 12/02/2019

To: Bernard Brother's, Inc.
555 First Street
San Fernando CA 91340

Project: 18038
McKinna Elementary School
1611 S J street
Oxnard CA 93033

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
ASI#029 Cost impacts	4,366.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **4,366.00**

The original Contract Sum was	787,864.00
Net change by previous Change Orders	-10,795.41
The Contract Sum prior to this Change Order	777,068.59
The Contract Sum will be changed by this Change Order	4,366.00
The new Contract Sum including this Change Order will be	781,434.59

Approved Date _____ Date _____

Contractor _____ Owner _____

McKinna Elementary
ASI#029 Cost Impacts

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total
Regrade Ramp South of Building 5						
Operator	8	Hours	$93.61	$748.88	$112.33	$861.21
Pickup	8	Hours	$29.60	$236.80	$35.52	$272.32
210 Skiploader	8	Hours	$38.81	$310.48	$46.57	$357.05
Operator	8	Hours	$93.61	$748.88	$112.33	$861.21
Pickup	8	Hours	$29.60	$236.80	$35.52	$272.32
224 Roller	8	Hours	$31.70	$253.60	$38.04	$291.64
Operator	8	Hours	$93.61	$748.88	$112.33	$861.21
Pickup	8	Hours	$29.60	$236.80	$35.52	$272.32
303 Excavator	8	Hours	$29.99	$239.92	$35.99	$275.91
Water Buffalo	8	Hours	$4.40	$35.20	$5.28	$40.48
Total COR						**$4,365.68**

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Damar Construction, Inc. **Trade:** Earthwork
Date: 7/25/2019 **Classification:** Operator (Journeyman)
Project:
Rate Effective Through: June 30, 2020 **Union :** X **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 49.94	$ 74.91	$ 99.88
Vacation & Holiday Accrual	$ 3.55	$ 3.55	$ 3.55
Hourly Taxable Wage Costs Subtotal	**$ 53.49**	**$ 78.46**	**$ 103.43**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.32	$ 4.86	$ 6.41
Medicare	$ 0.78	$ 1.14	$ 1.50
FUI	$ 0.06	$ 0.09	$ 0.12
SUI	$ 0.47	$ 0.69	$ 0.91
Workers Compensation Insurance	$ 11.31	$ 11.31	$ 11.31
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 15.93**	**$ 18.09**	**$ 20.25**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 11.60	$ 11.60	$ 11.60
Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
Training (or equivalent)	$ 1.05	$ 1.05	$ 1.05
Other	$ 1.89	$ 1.89	$ 1.89
Hourly Benefits Subtotal	**$ 24.19**	**$ 24.19**	**$ 24.19**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 93.61**	**$ 120.74**	**$ 147.87**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

Damar Construction, Inc.
4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438
License: 722632

Request for Change Order

RFCO#:16
C.O.#:TBD
Order Date: 12/04/2019

To: Bernard Brother's, Inc.
555 First Street
San Fernando CA 91340

Project: 18038
McKinna Elementary School
1611 S J street
Oxnard CA 93033

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	**Amount**
Saturday OT (11/16/19)	1,067.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **1,067.00**

The original Contract Sum was	787,864.00
Net change by previous Change Orders	-10,795.41
The Contract Sum prior to this Change Order	777,068.59
The Contract Sum will be changed by this Change Order	1,067.00
The new Contract Sum including this Change Order will be	778,135.59

Approved Date _____ Date _____

Contractor _____ Owner _____

DAMAR CONSTRUCTION INC.
4773 Ortega Street
Ventura, CA 93003
Phone: (805) 654-8438
Fax: (805) 654-8553

JOB WORK ORDER

W.O. No. 8902

Date: 11/16/2019 ~~11/2/19~~

Bill To: BERNARDS

Address:

City, State & Zip:

Project & Location: Mc Kinna

Telephone No.:

Contact:

Project No.:

Work Description:

3 operator's for Saturday

Josh App. operator 9 1/2 hrs
Darrell operator 9 1/2 hrs
Scott operator 9 1/2 hrs

Saturday work

Quantity		Unit Price	Extended
19	Operator ½ time	35.54	675.26
9.5	Apprentice (IV) ½ time	26.59	252.61
	Subtotal		927.87
	15%		139.18
			$1,067.05

The above work is authorized and approved for payment by:

Signature and Title: Assistant Super

Date: 11/19/2019

Note: Our terms are net 30 days. Past due accounts subject to interest charges at legal rates. No retentions are allowed without prior approval. Equipment moves will be added by the office. Overtime is per Operating Engineers agreement.

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Damar Construction, Inc. **Trade:** Earthwork
Date: 11/13/2019 **Classification:** Operator (Apprentice IV)
Project:
Rate Effective Through: June 30, 2020 **Union :** X **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 37.37	$ 56.06	$ 74.74
Vacation & Holiday Accrual	$ 3.55	$ 3.55	$ 3.55
Hourly Taxable Wage Costs Subtotal	**$ 40.92**	**$ 59.61**	**$ 78.29**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.54	$ 3.70	$ 4.85
Medicare	$ 0.59	$ 0.86	$ 1.14
FUI	$ 0.05	$ 0.07	$ 0.09
SUI	$ 0.36	$ 0.52	$ 0.69
Workers Compensation Insurance	$ 8.65	$ 12.60	$ 16.55
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 12.19**	**$ 17.76**	**$ 23.32**
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)	$ 2.39	$ 2.39	$ 2.39
Hourly Benefits Subtotal	**$ 23.49**	**$ 23.49**	**$ 23.49**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 76.60**	**$ 100.86**	**$ 125.10**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Damar Construction, Inc. **Trade:** Earthwork
Date: 7/25/2019 **Classification:** Operator (Journeyman)
Project:
Rate Effective Through: June 30, 2020 **Union :** X **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 49.94	$ 74.91	$ 99.88
Vacation & Holiday Accrual	$ 3.55	$ 3.55	$ 3.55
Hourly Taxable Wage Costs Subtotal	**$ 53.49**	**$ 78.46**	**$ 103.43**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.32	$ 4.86	$ 6.41
Medicare	$ 0.78	$ 1.14	$ 1.50
FUI	$ 0.06	$ 0.09	$ 0.12
SUI	$ 0.47	$ 0.69	$ 0.91
Workers Compensation Insurance	$ 11.31	$ 11.31	$ 11.31
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 15.93**	**$ 18.09**	**$ 20.25**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 11.60	$ 11.60	$ 11.60
Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
Training (or equivalent)	$ 1.05	$ 1.05	$ 1.05
Other	$ 1.89	$ 1.89	$ 1.89
Hourly Benefits Subtotal	**$ 24.19**	**$ 24.19**	**$ 24.19**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 93.61**	**$ 120.74**	**$ 147.87**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

DSA 140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.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, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☑ No ☐)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 017 Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Oxnard School District	DSA File Number: 56 22
Project Name/School: McKinna Elementary School	DSA Application Number 03 118371

3. APPLICANT INFORMATION:

Date Submitted: 12/10/19	Attached Pages? No ☐ Yes ☑ Number of pages? 3		
Firm Name: Perkins Eastman Dougherty	Contact Name: Kevin Griendling		
Work Email: k.griendling@perkinseastman.com	Work Phone: (714) 824-3569		
Firm Address: 3194D Airport Loop Dr	City: Costa Mesa	State: CA	Zip Code: 92677

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction. ☑ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Brian P. Dougherty

Professional License Number: C-9824 Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached post-approval 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

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

Modification of sidewalk adjacent to build into a ramp with guardrail/handrail configuration.

List of DSA-approved drawings affected by this post-approval document:

C100, A002, A004

DSA USE ONLY

SSS PF Date 1/14/2020 ☑ Approved ☐ Disapproved ☐ Not Required	Comments:	Returned Date:	DSA STAMP
FLS ____ Date ____ ☐ Approved ☐ Disapproved ☑ Not Required	Comments:	By:	
ACS AK Date 12/20/2019 ☑ Approved ☐ Disapproved ☐ Not Required	Comments:		

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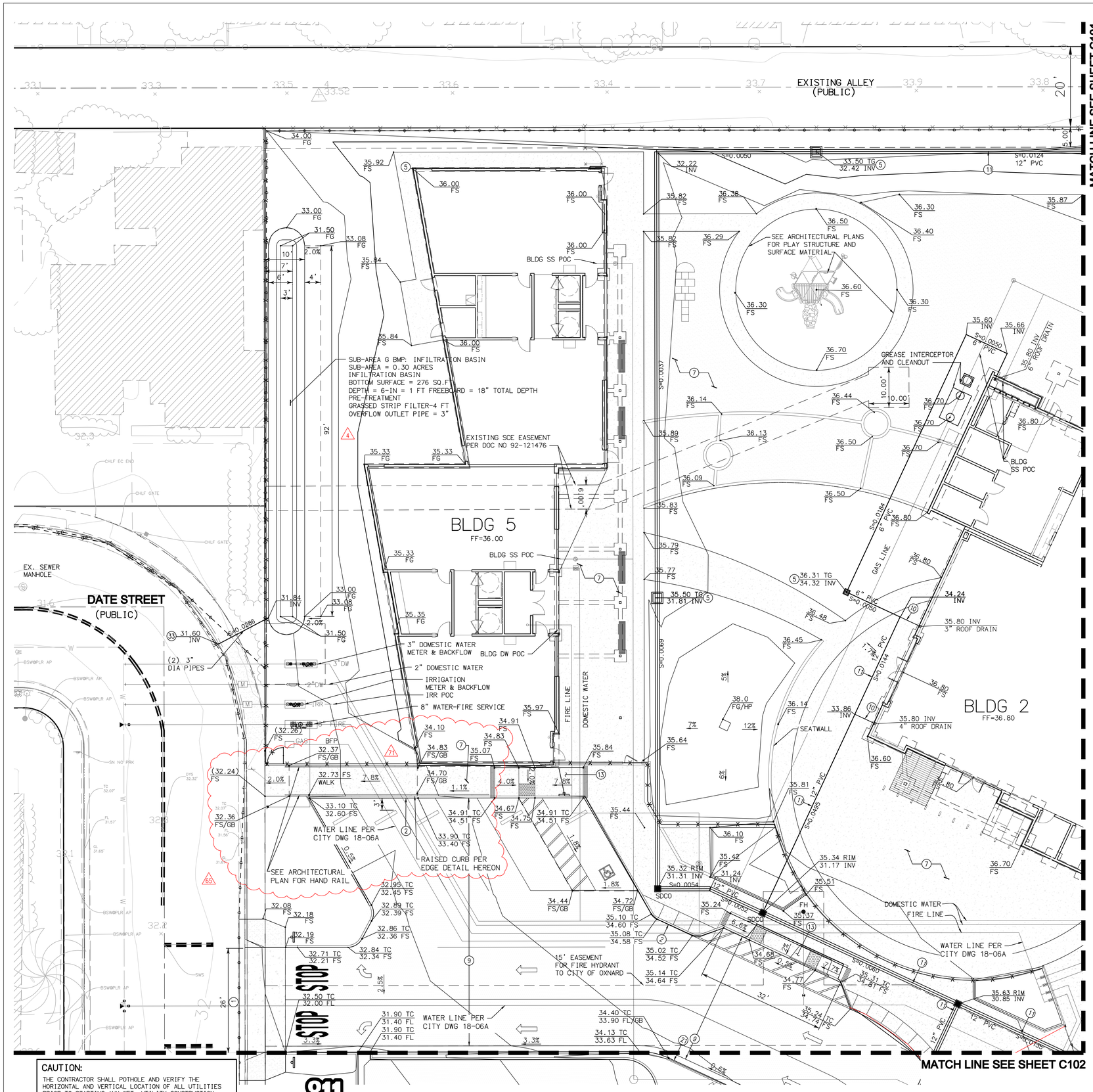
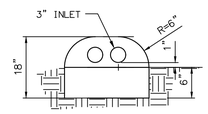


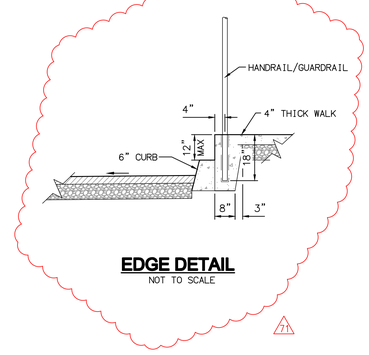
CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
2. CONSTRUCT CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1-6
5. INSTALL 12"X12" ADA ACCESIBLE GRATED INLET; TRAFFIC RATED (H-20)
7. CONSTRUCT DECORATIVE CONCRETE 6" PCC (3500 PSI) OVER 4" PMB REINFORCED WITH #4 BARS AT 24" ON CENTER EACH WAY AT MID SECTION. PATTERN AND COLOR PER ARCHITECTURAL PLANS. SEE A007 FOR EDGE CONDITION DETAILS
9. CONSTRUCT A.C. PAVEMENT: DRIVE AISLE= 4"A.C. OVER 6" A.B. (TI=6, R=35); PARKING STALLS=3" A.C. OVER 4" A.B. (TI=4.5, R=35) FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER
10. INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
11. INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
13. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE B, TYPE 1, MODIFIED PER PLAN. TRUNCATED DOMES SHALL BE CAST-IN-PLACE ARMOUR TILES, MODEL ADA-C-1212, FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C). PRODUCT OR EQUAL
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
32. INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL
33. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON

64



A PARKWAY DRAIN INLET
N.T.S.

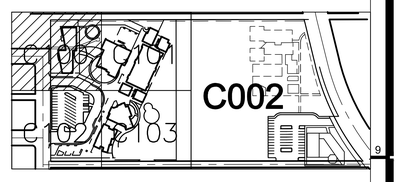


EDGE DETAIL
NOT TO SCALE

71

SCALE 1"=10'

10 5 0 10 20 30
SCALE: 1"=10'



KEYMAP
1"=200'

CAUTION:
THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLING THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.

811 Know what's below. Call before you dig.
DIAL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

PLOT DATE:12/23/19:17 PM FILE NAME: H:\VR001\DFIATA\01101571\CAD\LAND\XLV\CONSTRUCTION DOCUMENTS\C01\157-CD-C100-RFI-403-CC017.DWG

SAVE DATE:11/22/19 STEVEDOWNS

DELANE ENGINEERING
3111 SANTA MONICA BLVD. SUITE 204
SANTA MONICA, CA 90404
PHONE: 310.343.3171-WWW.DELANEENGINEERING.COM

McKINNA ES
OXNARD SCHOOL DISTRICT
1611 S. J STREET, OCNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU-
DATE	5/7/18
1 ADD 1	4/16/18
2 ADD 2	5/7/18
3 ADD 3	5/31/18
4 CCD012	5/6/19
5 CCD015	8/14/19
6 RFI_350	8/20/19
7 CCD017	11/22/19

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMITTAL

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
SERVICES
FILE NO:
A#:
AC___ FLS___ SS___
DATE___

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

C100

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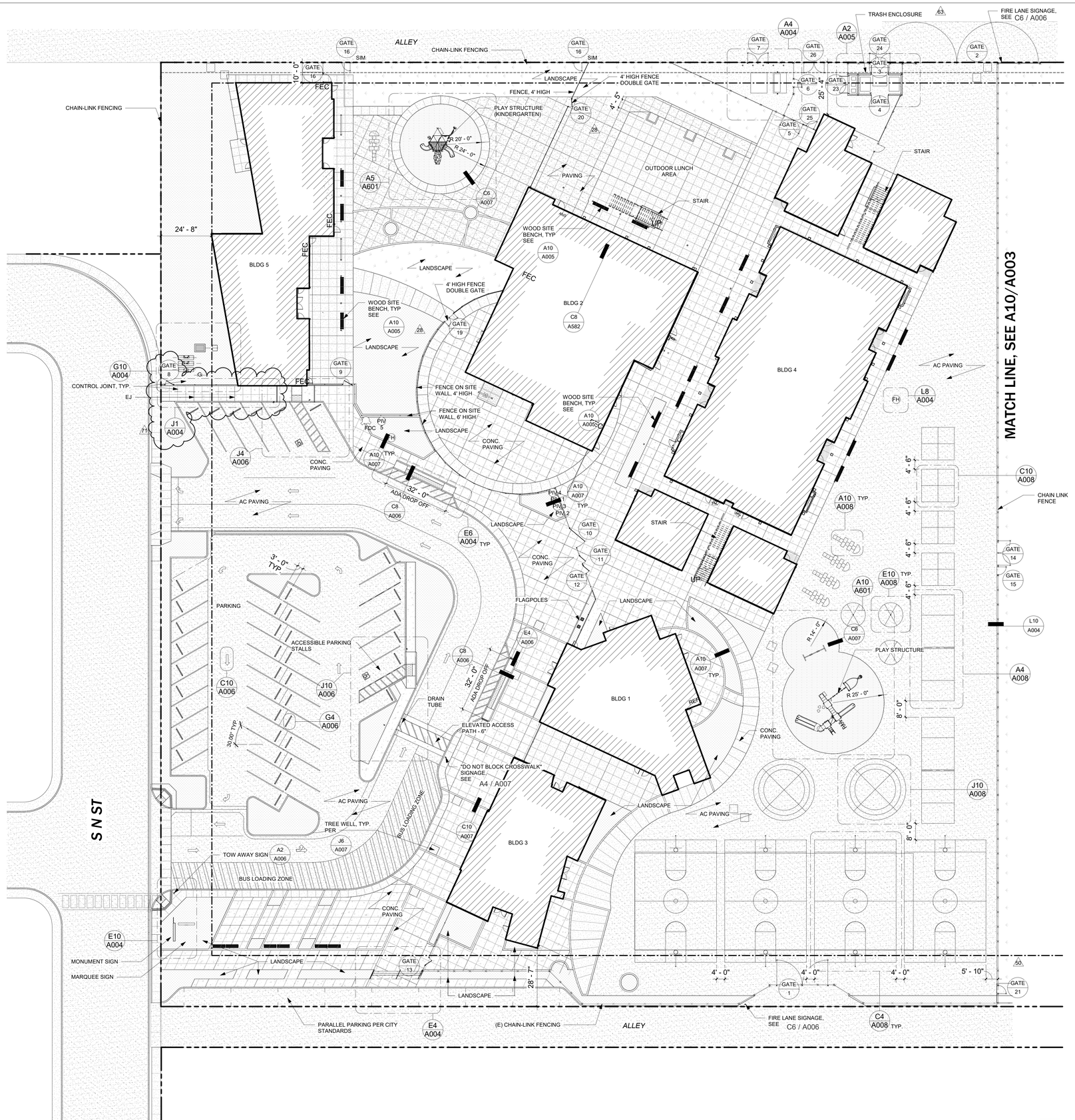


SITE LEGEND

- NEW BUILDING
- EXISTING BUILDING
- SITE CONCRETE
- SITE CONCRETE - ACID WASH
- AC PAVING
- PLAYGROUND PROTECTIVE SURFACING
- LANDSCAPE - TURF
- LANDSCAPE - PLANTER
- EASEMENT LINE
- PROPERTY LINE
- CHAIN LINK FENCE PER J6 A005
- EXPANSION JOINT PER G10 A007
- CONTROL JOINT PER J10 A007
- (N) (E) (N) TO (E) CONSTRUCTION SEPARATION LINE

SITE NOTES

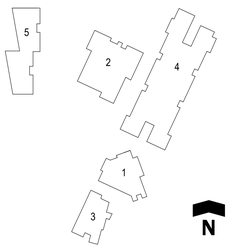
1. ITEMS SHOWN ARE NEW UNLESS NOTED OTHERWISE
2. FOR UNDERGROUND UTILITIES TRENCHING, COORDINATE WITH CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL
3. REFER TO CIVIL FOR OFF-SITE IMPROVEMENTS

LICENSED ARCHITECT BRIAN PAUL DOUGHERTY NO. C-3224 REN. JUL. 31, 2017 STATE OF CALIFORNIA

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	05/09/2019
28. CCD5	02.13.19
50. CCD012	05.06.19
63. CCD015	08.14.19
71. CCD017	11.22.19



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC ____ FLS ____ SS ____
DATE ____

ENLARGED SITE PLAN - WEST

Dougherty

COSTA MESA OAKLAND
www.dougherty.us

A002

ENLARGED SITE PLAN - WEST A10
1" = 20'-0"

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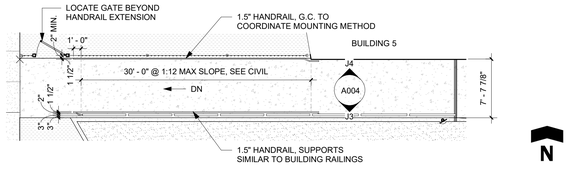
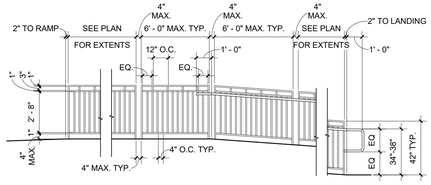
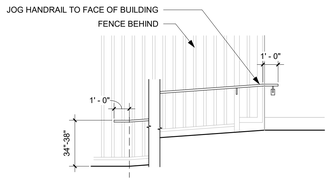


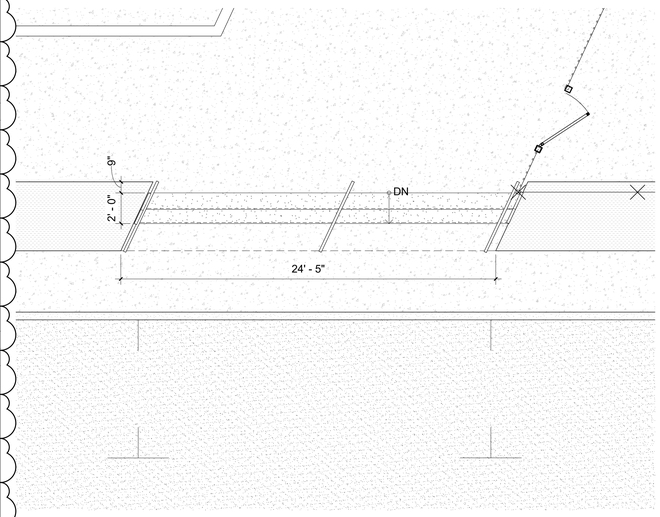
ENLARGED NORTH RAMP PLAN J1
1/8" = 1'-0"



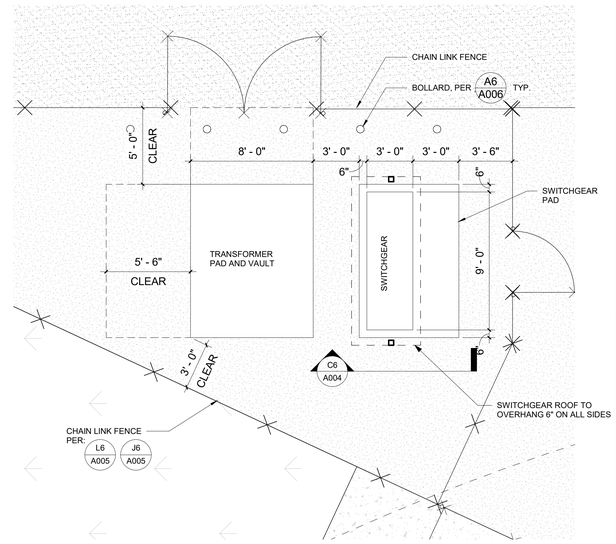
NORTH RAMP CURB RAILING J3
1/4" = 1'-0"



NORTH RAMP FENCE RAILING J4
1/4" = 1'-0"

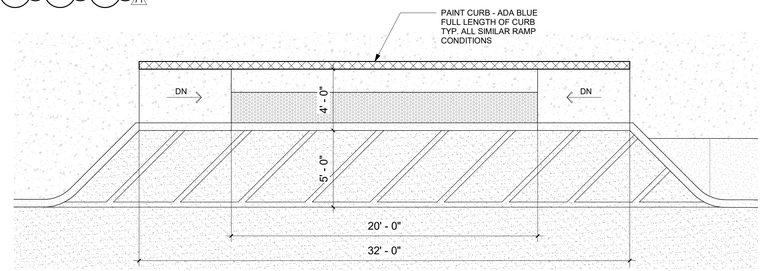


ENLARGED SITE PLAN - ALLEYWAY ACCESS E4
1/4" = 1'-0"

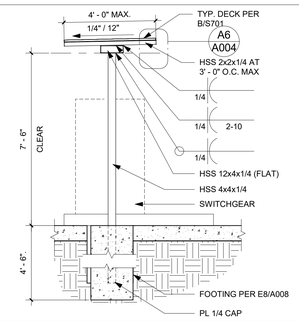


NOTE: INSTALL PER UTILITY COMPANY REQUIREMENTS

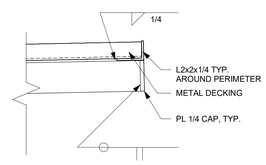
ENLARGED ELECTRICAL YARD PLAN A4
1/4" = 1'-0"



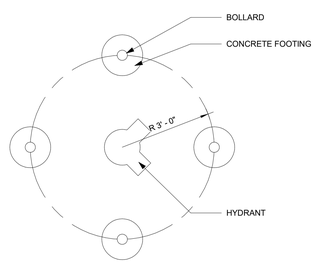
ENLARGED SITE PLAN - DROP-OFF AND LOADING ZONE E6
1/4" = 1'-0"



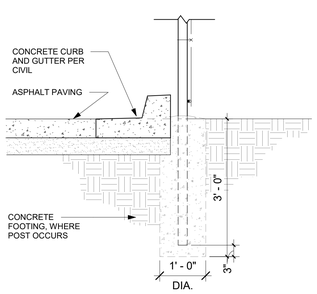
SWITCHGEAR ROOF C6
3/8" = 1'-0"



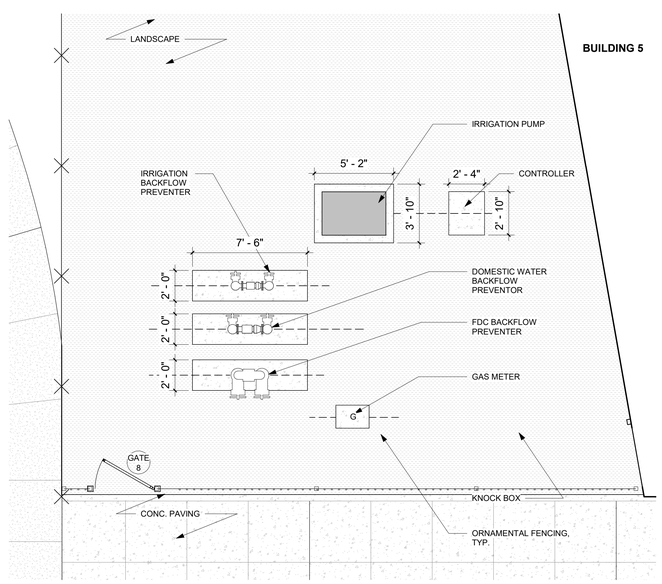
SWITCHGEAR ROOF - DECKING CONNECTION A6
3" = 1'-0"



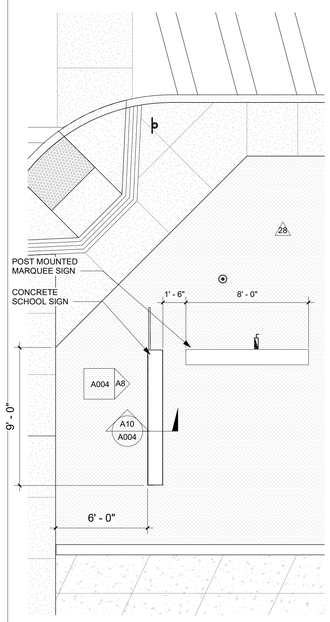
FIRE HYDRANT BOLLARD PLAN L8
1/2" = 1'-0"



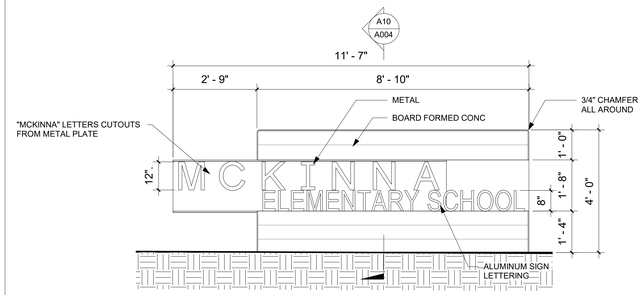
TYP. CHAIN LINK FENCE AT CURB L10
3/4" = 1'-0"



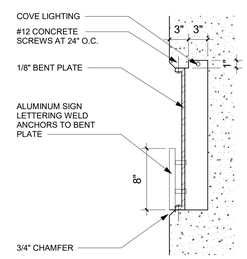
ENLARGED SITE PLAN - UTILITY YARD G10
1/4" = 1'-0"



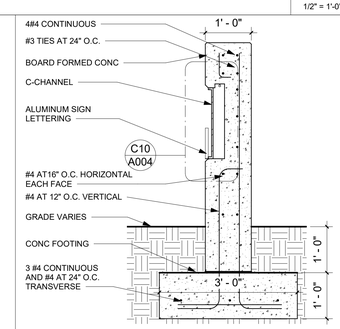
ENLARGED SITE PLAN - MONUMENT SIGN E10
1/4" = 1'-0"



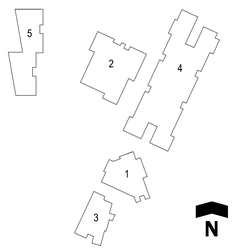
SCHOOL SIGN ELEVATION A8
1/2" = 1'-0"



SCHOOL SIGN LETTERING DETAIL C10
1 1/2" = 1'-0"



SCHOOL SIGN SECTION A10
3/4" = 1'-0"



IDENTIFICATION STAMP
DIVOFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC____ FLS____ SS____
DATE____

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MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	05/09/2019
28. CCD5	02.13.19
71. CCD017	11.22.19

ENLARGED SITE PLANS AND DETAILS

A004

CHANGE ORDER REQUEST

COR No. 259 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

RFI 401 - Additional site elevations

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Damar Construction Inc	2,624
	Subtotal:	2,624
Contractual Costs		
Fee		135
Subcontract Default Insurance		31
CCIP		33
Contractor Bond		20
	Subtotal:	219
	Total Change Order Request Amount:	**2,843**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- [x] DOCUMENT CLARIFICATIONS
- [ ] AGENCY REVIEW
- [ ] FIELD CONDITIONS
- [ ] OWNER'S REQUEST
- [ ] CONTRACTOR BUYOUT

- [x] MERITED
- [ ] NOT MERITED

Damar Construction, Inc.
4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438
License: 722632

Request for Change Order

RFCO#:18
C.O.#:TBD
Order Date: 12/17/2019

To: Bernard Brother's, Inc.
555 First Street
San Fernando CA 91340

Project: 18038
McKinna Elementary School
1611 S J street
Oxnard CA 93033

This is a request for review and approval. Once approved, the Change Order will reflect on the next billing application.

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract

Plans Attached ☐

Ordered By: **Customer Order:** Specifications Attached ☐

Description of Work	Amount
Landscape Mounding - RFI#401	2,624.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **2,624.00**

The original Contract Sum was	787,864.00
Net change by previous Change Orders	-10,795.41
The Contract Sum prior to this Change Order	777,068.59
The Contract Sum will be changed by this Change Order	2,624.00
The new Contract Sum including this Change Order will be	779,692.59

Approved Date _____ Date _____

Contractor _____ Owner _____

McKinna Elementary
Landscape Mounding
RFI #401

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total
Ticket 8858 - 12/11/19						
Operator	8	Hours	$93.61	$748.88	$112.33	$861.21
Pickup	8	Hours	$29.60	$236.80	$35.52	$272.32
210 Skiploader	8	Hours	$38.81	$310.48	$46.57	$357.05
Operator	8	Hours	$93.61	$748.88	$112.33	$861.21
Pickup	8	Hours	$29.60	$236.80	$35.52	$272.32
Total COR						**$2,624.12**

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Damar Construction, Inc. **Trade:** Earthwork
Date: 7/25/2019 **Classification:** Operator (Journeyman)
Project:
Rate Effective Through: June 30, 2020 **Union :** X **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 49.94	$ 74.91	$ 99.88
Vacation & Holiday Accrual	$ 3.55	$ 3.55	$ 3.55
Hourly Taxable Wage Costs Subtotal	**$ 53.49**	**$ 78.46**	**$ 103.43**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 3.32	$ 4.86	$ 6.41
Medicare	$ 0.78	$ 1.14	$ 1.50
FUI	$ 0.06	$ 0.09	$ 0.12
SUI	$ 0.47	$ 0.69	$ 0.91
Workers Compensation Insurance	$ 11.31	$ 11.31	$ 11.31
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 15.93**	**$ 18.09**	**$ 20.25**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 11.60	$ 11.60	$ 11.60
Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
Training (or equivalent)	$ 1.05	$ 1.05	$ 1.05
Other	$ 1.89	$ 1.89	$ 1.89
Hourly Benefits Subtotal	**$ 24.19**	**$ 24.19**	**$ 24.19**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 93.61**	**$ 120.74**	**$ 147.87**

Factors NOT allowed in the above hourly labor cost rates:

1. *Overhead*
2. *Profit*
3. *Vehicle & transportation expenses*
4. *Small tools*
5. *Consumables*
6. *Bonus or incentive payments*
7. *Communications*
8. *Supervision*

DAMARI CONSTRUCTION INC.
4773 Ortega Street
Ventura, CA 93003
Phone: (805) 654-8438
Fax: (805) 654-8553

JOB WORK ORDER

W.O. No. 8858

Bill To: Bernards Brothers

Date: 12-11-19

Address:

Telephone No.:

City, State & Zip:

Contact:

Project & Location: McKenna Elementary

Project No.:

Work Description: Build landscape mound as directed

Reference RFI 401

Quantity		Unit Price	Extended
8	210 Operated		
8	Grade Checker.		

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement
By: Terry Root
Signature:
Print Name:
Date: 12-11-19

The above work is authorized and approved for payment by:

Signature and Title

Date

Note: Our terms are net 30 days. Past due accounts subject to interest charges at legal rates. No retentions are allowed without prior approval. Equipment moves will be added by the office. Overtime is per Operating Engineers agreement.

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 401

Project: McKinna Elementary School Reconstruction

Date: 11-01-19
Discipline: Civil

Subject: Additional Elevations for Site Work

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100		
C101		
C102		
C103		

QUESTION

Please provide additional elevations for areas highlighted and marked on pages2, 3, 4 and 5.

ANSWER

ADDITIONAL GRADES ADDED TO ENCLOSED MARK-UP FOR SHEETS C100,C101,C102 AND C103

SMD (DELANE) 11/04/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	11/5/2019
Damar Construction Inc	Jason Fiscalini	11/5/2019
HPS Mechanical Inc	Jay Buenviaje	11/5/2019
A-1 Fence Company	Michael Lowthers	11/5/2019
Hardy Engineering Inc	John Polsgrove	11/5/2019
Dufau Landscape Inc	Peter Dufau	11/5/2019
Onyx Paving Co Inc	Rodney Webber	11/5/2019

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

REQUEST FOR INFORMATION

RFI No.: 401

To: Kevin Griendling

Date: 11-01-19

Company: Perkins Eastman Dougherty

Discipline: Civil

Project: McKinna Elementary School Reconstruction

Subject: Additional Elevations for Site Work

Response Requested By: 11-08-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100		
C101		
C102		
C103		

QUESTION

Please provide additional elevations for areas highlighted and marked on pages2, 3, 4 and 5.

ANSWER

ADDITIONAL GRADES ADDED TO ENCLOSED MARK-UP FOR SHEETS C100,C101,C102 AND C103
SMD(DELANE) 11/04/2019

Response Provided By: _____ _____ _____

Name Company Date

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards

TO BE RVISED PER RFI 400

PLEASE VERIFY ELEVATION?

EXISTING ALLEY (PUBLIC)

DATE STREET (PUBLIC)

BLDG 5 FF=36.00

BLDG 2 FF=36.80

SUB-AREA G BMP: INFILTRATION BASIN
SUB-AREA = 0.30 ACRES
INFILTRATION BASIN
BOTTOM SURFACE = 276 SQ.FT
DEPTH = 6-IN = 1 FT FREEBOARD = 18" TOTAL DEPTH
PRE-TREATMENT
GRASSED STRIP FILTER-4 FT
OVERFLOW OUTLET PIPE = 3"

EXISTING SCE EASEMENT PER DOC NO 92-121476

SEE ARCHITECTURAL PLANS FOR PLAY STRUCTURE

GREASE INTERCEPTOR AND CLEANOUT

3" DOMESTIC WATER METER & BACKFLOW
2" DOMESTIC WATER
IRRIGATION METER & BACKFLOW
8" WATER-FIRE SERVICE

WATER LINE PER CITY DWG 18-06A

15' EASEMENT FOR FIRE HYDRANT TO CITY OF OXNARD

DOMESTIC WATER
FIRE LINE

SEATWALL

MATCH LINE SEE SHEET C101

MATCH LINE SEE SHEET C102

SEE CONTINUATION OF ARC/RADIUS ON C101

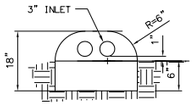
35.48 FS
36.20 FS
35.46 FS
35.61 FS
35.74 FS
35.69 FS
35.90 FS
36.00 FS

CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
2. CONSTRUCT CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1-6
5. INSTALL 12"X12" ADA ACCESIBLE GRATED INLET; TRAFFIC RATED (H-20)
7. ~~CONSTRUCT DECORATIVE CONCRETE 6" POC (3500 PSI)~~ OVER 4" PMB REINFORCED WITH #4 BARS AT 24" ON CENTER EACH WAY AT MID SECTION. PATTERN AND COLOR PER ARCHITECTURAL PLANS. SEE A007 FOR EDGE CONDITION DETAILS
9. CONSTRUCT A.C. PAVEMENT: DRIVE AISLE= 4"A.C. OVER 6" A.B. (TI=6, R=35); PARKING STALLS=3" A.C. OVER 4" A.B. (TI=4.5, R=35) FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER
10. INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
11. INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
13. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE B, TYPE 1, MODIFIED PER PLAN. TRUNCATED DOMES SHALL BE CAST-IN-PLACE ARMOUR TILES, MODEL ADA-C-1212, FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C). PRODUCT OR EQUAL
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
32. INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL
33. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON

Answered / Pending
RFI #: 106
Description:
12 x 12 Grated Inlet

Answered / Pending
Posted RFI #: 15
Description:
Site Concrete Clarification



A PARKWAY DRAIN INLET
N.T.S.

CAUTION:
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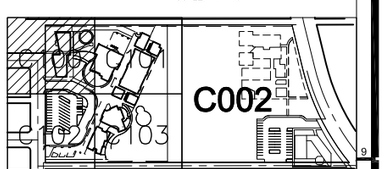

KEYMAP
1"=200'

SCALE: 1"=10'

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FILE NO:
AR:
AC FLS SS
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4 CCD0
5 CCD01
6 RFI_35

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMI

C

BERNARDS

RFIs | SUBMITTALS | SPECIFICATIONS | INDEX SHEET | DASHBOARD | FULL SET

PLOT DATE: 8/16/19 9:39 AM FILE NAME: N:\PROJ\PLAN\J11057\CAD\LAND\CONSTRUCTION DOCUMENTS\C101-C103.DWG

SAVE DATE: 8/16/19 DEBBIE TALAMANTES

BERNARDS BUILDERS • MANAGEMENT SERVICES

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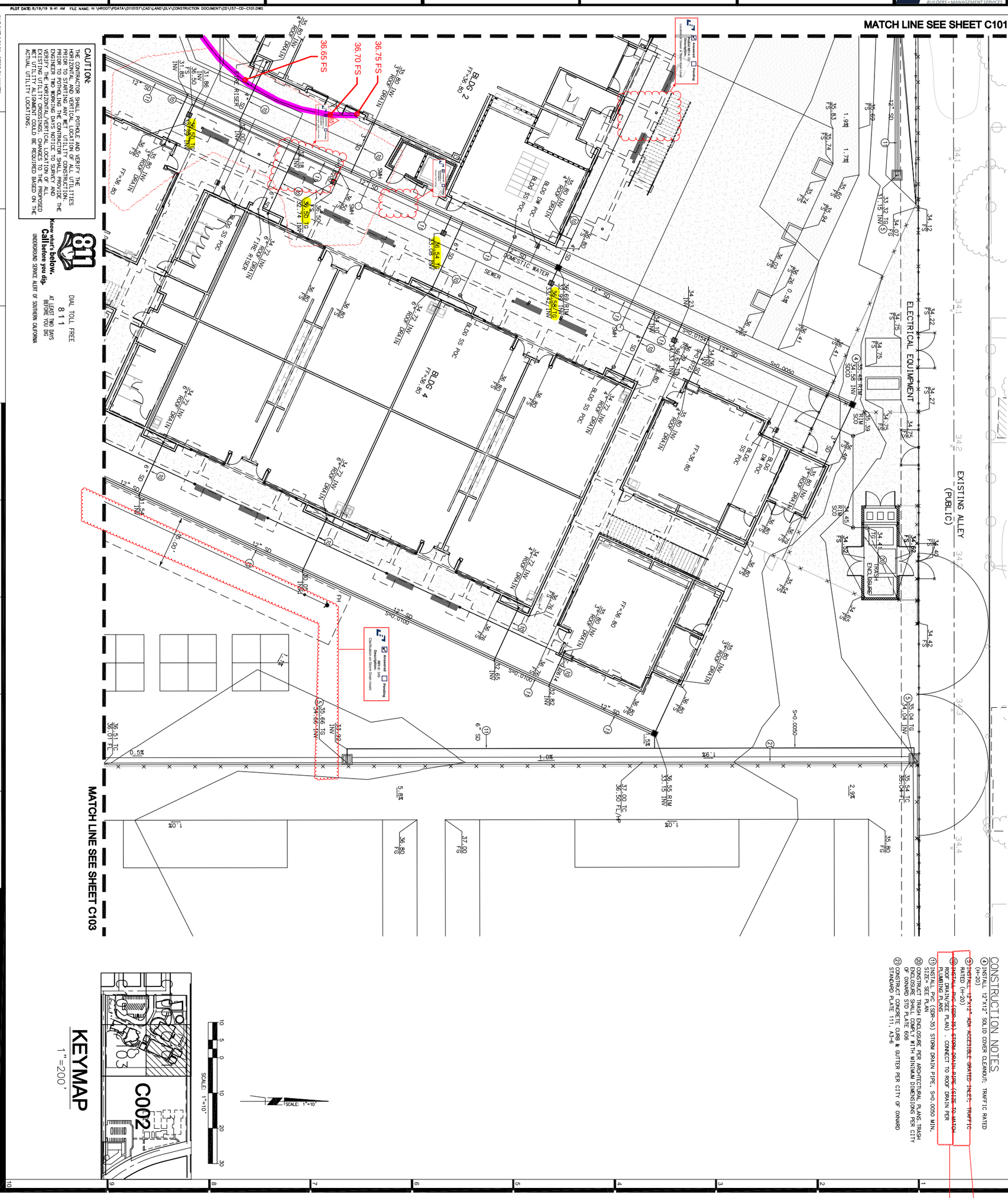

CONSTRUCTION NOTES

(4) INSTALL 12"X12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)

(5) INSTALL 12"X12" ADA ACCESIBLE GRATED INLET; TRAFFIC RATED (H-20)

(10) INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS

(11) INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN

(20) CONSTRUCT TRASH ENCLOSURE PER ARCHITECTURAL PLANS. TRASH ENCLOSURE SHALL COMPLY WITH MINIMUM DIMENSIONS PER CITY OF OXNARD STD PLATE 606

(21) CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6

Answered ☐ Pending
RFI #: 107
Description: 12 x 12 Cleanout

Answered ☐ Pending
RFI #: 106
Description: 12 x 12 Grated Inlet

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CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

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CCD02
RFI 35

McKINNA ES

DELANE

MATCH LINE SEE SHEET C103

ELEVATIONS AND SITE DRAINAGE BETWEEN B1 AND B3

ALLEY (PUBLIC)

N STREET (PUBLIC)

ELM STREET (PUBLIC)

DRIVEWAY PER SEPARATE PLAN AND PERMIT

STORMWATER BMP: PERMEABLE PAVEMENT AREA=1,989 SF

SUB-AREA F BMP: INFILTRATION BASIN
SUB-AREA = 0.15 ACRES
INFILTRATION BASIN
BOTTOM SURFACE = 300 SQ.FT.
DEPTH = 12-IN

WATER LINE PER CITY DWG 18-06A

35.40 GB/FS

GRADE BREAK

35.60 FS/HP/GB

35.47 GB/FS

BLDG 1 FF=36.05

BLDG 3 FF=35.67

THREE 6.5" STEPS WITH HANDRAILS

RIDGE LINE

ALLEY IMPROVEMENTS PER SEPARATE PLAN AND PERMIT.

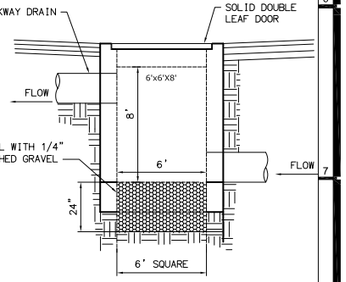
3' WIDE RIBBON GUTTER

308.5 LF

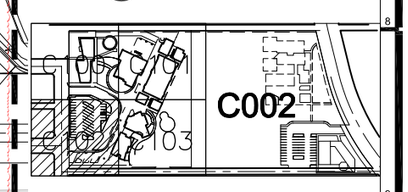
CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
2. CONSTRUCT CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1-6
4. INSTALL 12"X12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)
9. CONSTRUCT A.C. PAVEMENT: DRIVE AISLE= 4"A.C. OVER 6" A.B. ~~(TI=6, R=35). PARKING STALLS=3" A.C. OVER 4" A.B. (TI=4.5, R=35)~~ FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER
10. INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
11. INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
12. CONSTRUCT WHEELSTOP: 6' LONG CONCRETE PARKING LOT BUMBERS 46'1Lx8"Wx5-1/2"H, 165LBS)
13. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE B, TYPE 1, MODIFIED PER PLAN. TRUNCATED DOMES SHALL BE CAST-IN-PLACE ARMOUR TILES, MODEL ADA-C-1212, FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C). PRODUCT OR EQUAL
16. CONSTRUCT 3' WIDE CONCRETE RIBBON GUTTER PER CITY OF OXNARD PLATE 117
19. INSTALL INFILTRATION BMP PRE-TREATMENT DEVICE, A HYDRODYNAMIC SEPARATOR: CDS MODEL 2015-4
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
26. CONSTRUCT DETECTABLE WARNING SURFACE PER ARCHITECTURAL PLANS. TRUNCATED DOMES SHALL BE COLOR FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C)
27. CONSTRUCT CSP FLARED INLET/OUTLET PER SPPWC STD PLAN 351-2
28. CONSTRUCT ACCESSIBLE PARKING STALL,STRIPING AND SIGNAGE PER ARCHITECTURAL PLAN DETAILS
29. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
31. CONSTRUCT 6'X6' X8' ACCESS STRUCTURE WITH OPEN BOTTOM. BOTTOM 2 FEET TO BE FILLED WTH 1/4" WASHED GRAVEL. STRUCTURE LID SHALL BE SOLID DOUBLE LEAF EXTERIOR USE FLOOR DOORS WITH LIFT ASSISTANCE, STEEL, H20 RATED WITH RECESSED LOCKABLE HASP. DOORS TO OPEN PARALLEL TO FLOW. SEE DETAIL A HEREON
34. CONSTRUCT STEPS AND RAILS PER ARCHITECTURAL PLANS
35. CONSTRUCT PERMEABLE PAVEMENT BMP: 2" POROUS PAVING COURSE OVER 2" NO 8 BEDDING COURSE OVER 34" OPEN GRADED NO 2 BASE. LINED WITH US 200 WOVEN GEOTEXTILE FABRIC ALONG BOTTOM AND SIDES
36. CONSTRUCT SIDEWALK DRAIN PER CITY OF OXNARD STD PLATE 112

Answered ☑ Pending ☐
RFI #: 107
Description:
12 x 12 Cleanout



A ACCESS STRUCTURE



KEYMAP
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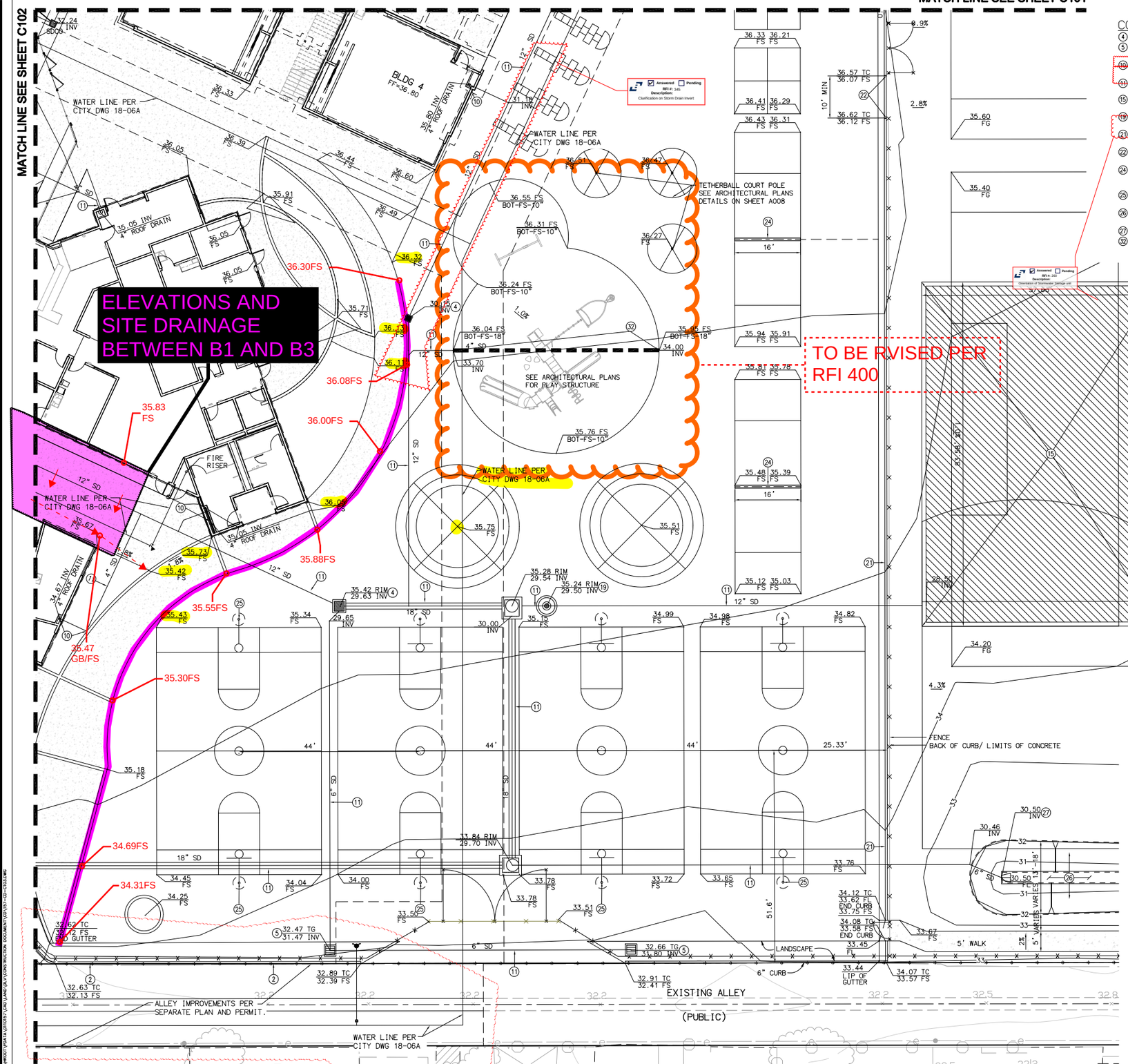
SAVE DATE: 8/16/19 DEBBIE TALAMANTES

PLOT DATE: 9/19/19 8:40 AM FILE NAME: N:\WINDOWS\ATA\OFFICE\CLIENT\LANDSCA\CONSTRUCTION DOCUMENTS\C01\C01-C02-C103.DWG

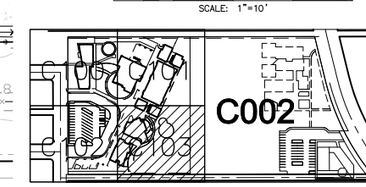


CONSTRUCTION NOTES

4. INSTALL 12"X12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)
5. INSTALL 12"X12" ADA ACCESIBLE GRATED INLET; TRAFFIC RATED (H-20)
10. INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
11. INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
15. CONSTRUCT BELOW GRADE INFILTRATION BASIN: CONCRETE MODULAR STORMWATER STORAGE UNITS. SEE SHEETS C201 & C202
19. INSTALL INFILTRATION BMP PRE-TREATMENT DEVICE, A HYDRODYNAMIC SEPARATOR: CDS MODEL 2015-4
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
22. CONSTRUCT 0" CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1, CF =0"
24. CONSTRUCT BALL WALL: REINFORCED CONCRETE BLOCK WALL PER SPPWC STD PLAN 601-4. H=10' MAX, COLOR AND FINISH PER ARCHITECTURAL PLANS, DETAIL E8/A008
25. CONSTRUCT BASKETBALL GOAL POST PER ARCHITECTURAL PLANS, DETAIL E6,ON SHEET A008
26. STORMWATER BMP: GRASSED SWALE FILTER: LENGTH = 100 LF, SLOPE = 0.5%, BOTTOM WIDTH = 2 FT, SIDE SLOPES = 4:1
27. CONSTRUCT CSP FLARED INLET/OUTLET PER SPPWC STD PLAN 351-2
32. INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL

Answered / Pending
RFI #: 107
Description: 12 x 12 Cleanout

Answered / Pending
RFI #: 106
Description: 12 x 12 Grated Inlet



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SAVE DATE: 8/16/19 DEBBIE TALAMANTES

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65 RFI_35

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BERNARDS BUILDERS • MANAGEMENT SERVICES

CHANGE ORDER REQUEST

COR No. 262 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

RFI 364 - Added water line

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	3,412
	Subtotal:	3,412
Contractual Costs		
Fee		176
Subcontract Default Insurance		41
CCIP		43
Contractor Bond		26
	Subtotal:	286
	Total Change Order Request Amount:	**3,698**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☑ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☐ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 9
REQUEST DATE: 01/29/2020
REQUESTED BY:
CUSTOMER REF #:

TO: Bernards
555 First St.
San Fernando CA 91340

Attn: Jaime Pace **Phone: 310-909-9763**

PROJECT: 2439 McKinna ES Reconstruction Plumbing
1611 South J Street
Oxnard CA 93033

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	Amount
Domestic water kitchen repiping	3,412.00

Remarks
Reconfigured domestic water piping in kitchen per RFI 364

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **$3,412.00**

The Contract Time will be changed by **0** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 01/29/2020
By (Print) Jay Buenviaje
Signature
Title P.M.

Change Order

Date: 1/29/2020

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2439
Description	Kitchen Repiping per RFI 364
HPS PCO #	9
Bernards PCO #	

Description		*Quantity*	*Units*	*Material*	*Material*	*Subs*	*Manhours*	*Rate*	*Labor Total*	*Equip*	*Eq. Cost/Hr*	*Equip. Total*
				MATERIALS	MATERIALS	SUBCONTRACTORS						
LABOR & EQUIPMENT												
Superintendent		1	*EA*				5.00	96.09	$ 480.45			
Plumber		1	*EA*				9.00	92.34	$ 831.06			
Chevy 2500 Work Truck		1	*EA*							8.00	$ 38.38	$ 307.04
ProPress gun rental per day		1								2	$ 147.24	$ 294.48
MATERIALS					$ -							
2" Cu Propress (PP) cap		1	*EA*	$29.34	$ 29.34							
2" x 1-1/2" Cu PP Red.		2	*EA*	$ 30.96	$ 61.92							
1-1/2" Cu PP cap		1	*EA*	$ 24.13	$ 24.13							
2" Cu PP 90 deg ell		1	*EA*	$ 44.39	$ 44.39							
2" Cu PP tee		1	*EA*	$ 51.02	$ 51.02							
2" x 3/4" Cu PP tee		2	*EA*	$ 59.72	$ 119.43							
3/4" Cu PP cplng		2	*EA*	$ 7.53	$ 15.06							
1-1/2" Cu PP cplng		1	*EA*	$ 22.47	$ 22.47							
2" Cu PP cplng		4	*EA*	$ 25.67	$ 102.66							
2" Cu K pipe		40	*FT*	$ 12.00	$ 480.00							
3/4" Cu K pipe		5	*FT*	$ 3.67	$ 18.35							
2" suspension clamps		5	*EA*	$ 1.47	$ 7.37							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 976.16**	**$ -**			**$ 1,311.51**			**$ 601.52**

Labor		$	1,311.51
Equipment		$	601.52
Subcontractors		$	-
Material		$	976.16
OT Premium	%	$	-
Sales Tax @	7.975 %	$	77.85
	0 %	$	-
Delivery/Freight			
SUBTOTAL		$	2,967.03
OH MARKUPS			
Labor	15 %	$	196.73
Material	15 %	$	158.10
Equipment	15 %	$	90.23
Subcontracts & Others	15 %	$	-
	%	$	-
TOTAL			**3,412**

HPS MECHANICAL INC
DAILY REPORT

Daily / T&M Sheet	By: Mike DiMario	Date:	9/18/19
Job # 2438	Job Name: McKinna	Day:.	Wednesday
General - Bernards	Project Manager: Jay Buenviaje	Weather Sunny	

Labor	Work Description	Hours	Date of work
Mike DiMario	Per the Bpermit drawings there is to be a separate 2" domestic water service that will supply the kitchen area only.	3	
Plumber/foreman	All plumbing water piping in the kitchen was already installed per plan long before Bpermit drawings were issued and no P sheet		
	Was given for the new routing in building. HPS was directed by Terry and Mitch with Bernards to repipe area so kitchen area		
Armando Curiel	Would have its own dedicated water service. We discussed new routing and what would need to be removed from the previous installed piping.	7	
Plumber	Material was ordered and picked up and removal of existing and installation of new service was done.		
	All piping was completed but we will have re- test system witch did not get done today.		

Tools / Equipment	Description		
Propress machine	M18 propress machine		

Quantity	Materials		
	2" propress cap	1	
	2" x 1/1/2" PP reducer	2	
	1 1/2" PP cap	1	
	2" PP 90	1	
	2"PP tee	1	
	2x2x 3/4" PP tee	2	
	3/4" PP no stop coupling	2	
	1 1/2" PP no stop coupling	1	
	2" PP no stop coupling	4	
	40feet 2" type K copper	40feet	

DAILY REPORT / NOTES

	5feet 3/4" K copper	5feet	
	2" suspension clamps	5	

AUTHORIZING SIGNATURE: _____

HPS MECHANICAL INC
DAILY REPORT

Daily / T&M Sheet	By: Mike DiMario	Date:	9/19/19
Job # 2439	Job Name: McKinna	Day:.	Thursday
General - Bernards	Project Manager: Jay Buenviaje	Weather sunny	

Labor	Work Description	Hours	Date of work
Mike DiMario	Testing the new 2" domestic water line for kitchen, This is part	2	
Foreman	Of Bpermit work and not on original plans. Asbuilt new routing of water line.		
Armando Curiel		2	
Plumber			

Tools / Equipment	Description		

Quantity	Materials		

DAILY REPORT / NOTES

RFI 364

AUTHORIZING SIGNATURE: [signature]

Jay Buenviaje

From: Stephen.Colvin@Ferguson.com
Sent: Wednesday, January 29, 2020 9:30 AM
To: stephen.colvin@ferguson.com
Subject: Email Bid# B252233

Price Quotation # B252233

FEL BAKERSFIELD #1014

6300 DISTRICT BLVD.
BAKERSFIELD, CA 93313

Phone : 661-396-3200
Fax : 661-397-5580

Bid No.....: B252233
Bid Date...: 01/29/20
Quoted By: SRC
Customer.: HPS MECHANICAL INC
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Cust Phone: 661-324-2121
Terms.....: NET 10TH PROX
Ship To.....: HPS MECHANICAL INC
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Cust PO#..: 2438 **Job Name.:** KITCHEN WATER

Item	Description	Quantity	Net Price	UM	Total
	KITCHEN WATER				
.R76912FEE	FEE PROPRESS CRMP TOOL W/6 JAW	1	147.239	EA	147.24
	FEE IS PER DAY PLEASE NOTE				
V77737	LF 2 CPP CAP	1	29.339	EA	29.34
V78167	LF 2X1-1/2 PXP RED	2	30.959	EA	61.92
	1-2 BUS DAY LEAD				
V77732	LF 1-1/2 CPP CAP	1	24.132	EA	24.13
	1-2 BUS DAY LEAD				
V77042	LF 2 PXP SR 90 ELL	1	44.389	EA	44.39
V77477	LF 2 PXPXP TEE	1	51.022	EA	51.02
	1-2 BUS DAY LEAD				
V94777	LF 2X2X3/4 PXPXP TEE	2	59.717	EA	119.43
V78177	LF 3/4 PXP COUP L/ST	2	7.532	EA	15.06
V78192	LF 1-1/2 PXP COUP L/ ST	1	22.473	EA	22.47
V78197	LF 2 PXP COUP L/ ST	4	25.666	EA	102.66
KHARDK20	2 X 20 K HARD COP TUBE	40	1200.157	C	480.06
KHARDF10	3/4 X 10 K HARD COP TUBE	10	367.634	C	36.76
PF34262	2 POLY SUSP PIPE CLMP	5	1.474	EA	7.37

Subtotal: $1141.85
Inbound Freight: $0.00
Tax: $82.78

HOURLY LABOR RATE WORKSHEET

PROJECT NAME	**McKinna ES Recon. Site Utillities**	**PROJECT NO.**	2438
CONTRACTOR	**Bernards**	**CONTRACT NO.**	
SUBCONTRACTOR	**HPS Mechanical, Inc.**	**DATE**	9/13/2019

TRADE: Plumbing **CLASSIFICATION:** Superintendent - 9.1.19 thru 9.1.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 51.38	$ 77.07	$ 102.76	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 9.16	$ 9.16	$ 9.16	
Pension [1]		$ 12.25	$ 12.25	$ 12.25	
Vacation/Holiday		$ -		$ -	
Training/Certification [1]		$ 2.25	$ 2.25	$ 2.25	
Other		$ 1.27	$ 1.27	$ 1.27	
Fringe Benefits Subtotal		$ 24.93	$ 24.93	$ 24.93	
Total PW Hourly Rate		$ 76.31	$ 102.00	$ 127.69	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 3.19	$ 4.78	$ 6.37	
Medicare	0.0145	$ 0.75	$ 1.12	$ 1.49	
FUTA	0.0270	$ 1.39	$ 2.08	$ 2.77	
SUTA	0.0620	$ 3.19	$ 4.78	$ 6.37	*Maximum - 0.062.*
Workers Compensation 1	0.0965	$ 4.96	$ 4.96	$ 4.96	*Usually less than 11%; can request policy.*
Burden Subtotal		$ 13.46	$ 17.71	$ 21.96	
Contractor Liability Insurance	0.0500	$ 2.57	$ 2.57	$ 2.57	
Subsistence		$ 3.75	$ 3.75	$ 3.75	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 96.09**	**$ 126.03**	**$ 155.97**	*= Amount Contractor paid to employee*

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz (print name) **Company Name:** HPS Mechanical, Inc.

Signature:

HOURLY LABOR RATE WORKSHEET

PROJECT NAME	**McKinna ES Recon. Site Utillities**	**PROJECT NO.**	2438
CONTRACTOR	**Bernards**	**CONTRACT NO.**	
SUBCONTRACTOR	**HPS Mechanical, Inc.**	**DATE**	9/13/2019

TRADE: Plumbing **CLASSIFICATION:** Plumber - 9.1.19 thru 9.1.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 51.38	$ 77.07	$ 102.76	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 9.16	$ 9.16	$ 9.16	
Pension [1]		$ 12.25	$ 12.25	$ 12.25	
Vacation/Holiday		$ -		$ -	
Training/Certification [1]		$ 2.25	$ 2.25	$ 2.25	
Other		$ 1.27	$ 1.27	$ 1.27	
Fringe Benefits Subtotal		$ 24.93	$ 24.93	$ 24.93	
Total PW Hourly Rate		$ 76.31	$ 102.00	$ 127.69	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 3.19	$ 4.78	$ 6.37	
Medicare	0.0145	$ 0.75	$ 1.12	$ 1.49	
FUTA	0.0270	$ 1.39	$ 2.08	$ 2.77	
SUTA	0.0620	$ 3.19	$ 4.78	$ 6.37	*Maximum - 0.062.*
Workers Compensation 1	0.0965	$ 4.96	$ 4.96	$ 4.96	*Usually less than 11%; can request policy.*
Burden Subtotal		$ 13.46	$ 17.71	$ 21.96	
Contractor Liability Insurance	0.0500	$ 2.57	$ 2.57	$ 2.57	
Subsistence		$ -	$ -	$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 92.34**	**$ 122.28**	**$ 152.22**	*= Amount Contractor paid to employee*

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz (print name) **Company Name:** HPS Mechanical, Inc.

Signature:

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 364

Project: McKinna Elementary School Reconstruction

Date: 09-17-19
Discipline: Plumbing

Subject: Added Water Line Building Plumbing

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
FS-4		

QUESTION

Per approved B-Permit, 2" water line was added for food service. Revised food service plumbing drawings have not been provided.

SUGGESTION

Please confirm plumbing contractor is to reroute, cut and cap lines as necessary so that the added 2" feeds only the food service fixtures/accessories. All other lines will be fed by the original 3". Redlined drawings to be turned in with as builts.

ANSWER

See RFI 348 that indicated new water line routing due to the separation of kitchen water to the rest of the campus. Under the RFI, revised plumbing plans P100, P400 and P402 were submitted indicating water line reroute for entire building 2.

Vicky Reyes, DWE 9-19-2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
HPS Mechanical Inc	Jay Buenviaje	9/23/2019

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: Jay Buenviaje - HPS Mechanical Inc - Author Number:
Submitted By: Mitch Michaelis - Bernards

REQUEST FOR INFORMATION

RFI No.: 364

To: Kevin Griendling

Date: 09-17-19

Company: Perkins Eastman Dougherty

Discipline: Plumbing

Project: McKinna Elementary School Reconstruction

Subject: Added Water Line Building Plumbing

Response Requested By: 09-24-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
FS-4		

QUESTION

Per approved B-Permit, 2" water line was added for food service. Revised food service plumbing drawings have not been provided.

SUGGESTION

Please confirm plumbing contractor is to reroute, cut and cap lines as necessary so that the added 2" feeds only the food service fixtures/accessories. All other lines will be fed by the original 3". Redlined drawings to be turned in with as builts.

ANSWER

See RFI 348 that indicated new water line routing due to the separation of kitchen water to the rest of the campus. Under the RFI, revised plumbing plans P100, P400 and P402 were submitted indicating water line reroute for entire building 2.

Response Provided By:	Name	Company	Date
	Vicky Reyes,	DWE	9-19-2019

Question Initiated By: Jay Buenviaje - HPS Mechanical Inc - Author Number:
Submitted By: Mitch Michaelis - Bernards

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 348

Project: McKinna Elementary School Reconstruction

Date: 08-06-19
Discipline: Civil

Subject: Route clarification on added water line

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		CCD 012

QUESTION

We recommend re-routing the water line going to Kitchen per attached plan shown (highlighted in yellow). This line will terminate inside a valve box with a shut off valve. Please advise.

If the objective is to continue this water line inside the building, please provide us the kitchen plumbing layout.

ANSWER

The proposed re route is acceptable.

Scott Uhles, Delane, 2019-08-09

See attached Plumbing drawings (P100, P400 and P402) for updated kitchen and MPR plumbing layout per cold water re-routing approved in this RFI.

Lizette Ibal, Design West Engineering, 2019-08-13

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
HPS Mechanical Inc	Jay Buenviaje	8/9/2019

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: Jay Buenviaje - HPS Mechanical Inc - Author Number:
Submitted By: Arvind Balaji - Bernards

REQUEST FOR INFORMATION

RFI No.: 348

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 08-06-19
Discipline: Civil

Subject: Route clarification on added water line

Response Requested By: 08-13-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		CCD 012

QUESTION

We recommend re-routing the water line going to Kitchen per attached plan shown (highlighted in yellow). This line will terminate inside a valve box with a shut off valve. Please advise.

If the objective is to continue this water line inside the building, please provide us the kitchen plumbing layout.

ANSWER

The proposed re route is acceptable.

See attached Plumbing drawings (P100, P400 and P402) for updated kitchen and MPR plumbing layout per cold water re-routing approved in this RFI.

Lizette Ibal, Design West Engineering, 2019-08-13

Response Provided By:	Scott Uhles	Delane	2019-08-09
	Name	Company	Date

Question Initiated By: Jay Buenviaje - HPS Mechanical Inc - Author Number:
Submitted By: Arvind Balaji - Bernards

REQUEST FOR INFORMATION

RFI #: 6.1

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

Date of Request: 08/01/2019
Prepared By: Ricardo Angeles Jr.
Answer Required By: 08/07/2019

Submitted To: **Mitch Michaelis**
Bernards
555 First St.
San Fernando CA 91340

Ph: 818 898-1521 **Fax: 818 361-9208**

Project: 2438 McKinna ES Reconstruction Site Utilities
1611 South J Street
Oxnard CA 93033

Contract #:

Subject: **CCD 012 - Water Line to Serve Kitchen**
Co-Author(Subcontractor):

- [ ] Potential Change in Project Schedule
- [x] May Require a Change Order
- [ ] Requires a Change of Plans/Specs
- [x] There may be a Cost Impact
- [ ] OSHPD Review Required

Specification Section(s):
Plan Reference(s): **CCD 012 Dwg. C001**

Information Requested:
Further to HPS RFI 6, we feel it is best to re-route the water line going to Kitchen per attached plan shown (highlighted in yellow). This line will terminate inside a valve box with a shut off valve. Otherwise, if the objective is to continue this water line inside the building, please provide the kitchen plumbing layout.

By: jun angeles **Date:**_____
Originator's Signature

Response:

By:_____ Date:_____
Signature

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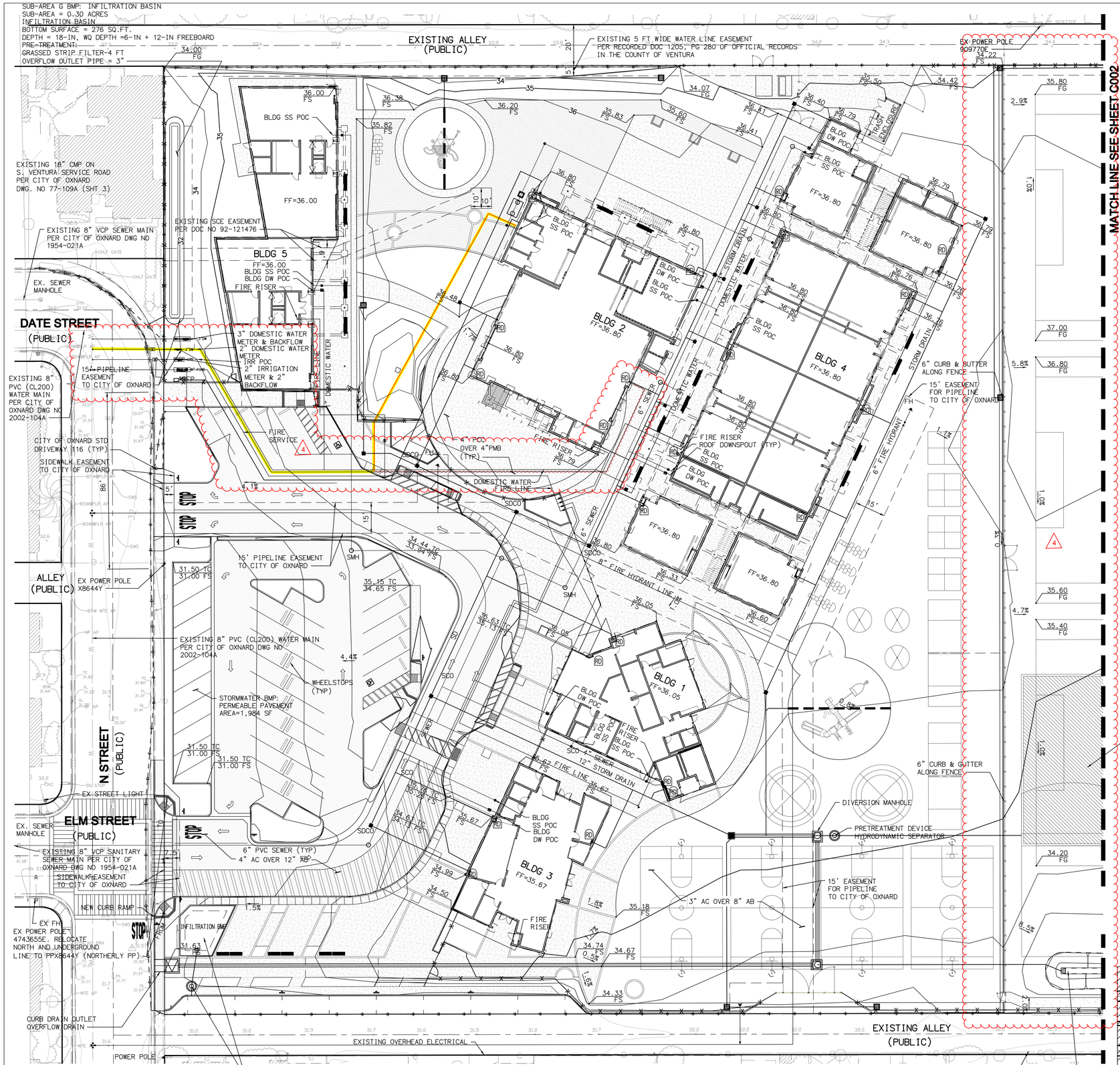
SUB-AREA G BMP: INFILTRATION BASIN
SUB-AREA = 0.30 ACRES
INFILTRATION BASIN
BOTTOM SURFACE = 276 SQ.FT.
DEPTH = 18-IN, WQ DEPTH =6-1N + 12-IN FREEBOARD
PRE-TREATMENT:
GRASSED STRIP FILTER-4 FT
OVERFLOW OUTLET PIPE = 3"



KEYMAP
1"=200'

GENERAL NOTES:

1. ALL GRADING SHALL CONFORM TO THE CITY OF OXNARD GRADING ORDINANCE AND THE LATEST EDITIONS OF THE CITY OF OXNARD DEPARTMENT OF PUBLIC WORKS STANDARDS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC), AND THE CITY OF OXNARD STANDARD LAND DEVELOPMENT SPECIFICATIONS.
2. ALL DAMAGE CAUSED TO PUBLIC STREETS, INCLUDING HAUL ROUTES, ALLEYS, SIDEWALKS, CURBS OR STREET FURNISHINGS, OR TO PRIVATE PROPERTY SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ENGINEER'S SATISFACTION.
3. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY EXISTING BROKEN OR DAMAGED SIDEWALK, CURB, GUTTER OR ASPHALT PAVING (PATCH, REPAIR OR OVERLAY) AND UPGRADE THE ALLEY ADJACENT TO THE PROPERTY TO CURRENT CITY STANDARDS AS DIRECTED BY THE ENGINEER.
4. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARDS AND SPECIFICATIONS. COMPACTION EFFORTS SHALL NOT DISTURB ADJACENT STREET STRUCTURAL SECTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
5. ALL UNDERGROUND SEWER, STORM DRAIN, AND WATER PIPELINES, ELECTRIC POWER, TELEPHONE OR CABLE TV CONDUITS AND CABLE AND GAS PIPELINES SHALL BE INSTALLED PRIOR TO CONSTRUCTION OF CURBS, GUTTERS, SIDEWALKS AND PAVEMENT.
6. WHERE JOINING THE EXISTING PAVEMENT, SAWCUT TO SOUND PAVEMENT AND OVERLAY AS REQUIRED TO PROVIDE PROPER GRADE AND CROSS-SLOPE. ANY UNSOUND PAVEMENT SHALL BE REPLACED AS REQUIRED BY THE ENGINEER.
7. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION DURING GRADING AND ALL SUBSEQUENT CONSTRUCTION. CONTRACTOR SHALL GIVE THE ENGINEER ADEQUATE NOTICE, BEFORE DISTURBING SAID MONUMENTS, SO THE ENGINEER CAN REPLACE OR RELOCATE ANY EXISTING SURVEY MONUMENTATION.
8. ALL UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER (AND ENGINEERING GEOLOGIST, WHERE EMPLOYED) FROM ALL AREAS TO RECEIVE COMPACTED FILL OR DRAINAGE STRUCTURES.
9. ALL DELETERIOUS MATERIAL (E.G. – LUMBER, LOGS, BRUSH, RUBBISH, ETC.) SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL AND HAULED TO A DUMP-SITE APPROVED BY THE ENGINEER.
10. ALL AREAS TO RECEIVE COMPACTED FILL SHALL BE INSPECTED AND APPROVED BY THE SOILS ENGINEER (AND ENGINEERING GEOLOGIST, WHERE EMPLOYED) AFTER REMOVAL OF UNSUITABLE MATERIAL AND EXCAVATION OF KEYWAYS AND BENCHES, AND PRIOR TO PLACEMENT OF SUBSURFACE DRAINAGE SYSTEMS OR ANY FILLS.
11. ALL GRATED INLETS SHALL BE ACCESSIBLE; HAVE OPENINGS NO GREATER THAN 1/2 – INCH

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALTIC CONCRETE
BC	BEGINING OF CURVE
BCR	BEGINNING OF CURB RETURN
BM	BENCH MARK
CMB	CRUSHED MISCELLANEOUS BASE
C/L	CENTERLINE
DW	DOMESTIC WATER
DWG	DRAWING
EC	END OF CURVE
ECR	END OF CURVE RETURN
EP	EDGE OF PAVEMENT
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISH SURFACE
GB	GRADE BREAK
HGL	HYDRAULIC GRADE LINE
INV	INVERT
MIN	MINIMUM
MAX	MAXIMUM
MH	MANHOLE
MISC	MISCELLANEOUS
NTS	NOT TO SCALE
PAD	PAD ELEVATION
PCC	PORTLAND CEMENT CONCRETE
PIP	PROTECT IN PLACE
P/L	PROPERTY LINE
PR	PROPOSED
P/L	PROPERTY LINE
PMB	PROCESSED MISCELLANEOUS BASE
R, RAD	RADIUS
RD	ROOF DRAIN
RIM	MANHOLE RIM ELEVATION
R/W	RIGHT OF WAY
SS	SANITARY SEWER
TC	TOP OF CURB
TG	TOP OF GRATE
TW	TOP OF WALL

LEGEND

- SAWCUT
- GRADE BREAK
- RIGHT OF WAY
- RETAINING WALL
- BLOCK WALL
- FENCE
- EASEMENT LINE
- CURB & GUTTER
- CURB ONLY
- FIRE HYDRANT
- WHEEL STOP
- DRAIN INLET
- CATCH BASIN
- SEWER CLEANOUT
- DRAINAGE CLEANOUT DROP INLET WITH SOLID COVER
- STORM DRAIN MANHOLE
- HYDRODYNAMIC SEPARATOR
- SEWER MANHOLE
- UNDERGROUND BASIN
- ASPHALT
- CONCRETE HARDSCAPE

CAUTION:
THE CONTRACTOR SHALL POTHOLE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO STARTING ANY WET UTILITY CONSTRUCTION. PRIOR TO POTHOLING THE CONTRACTOR SHALL PROVIDE THE ENGINEER TWO WORKING DAYS NOTICE TO SURVEY AND VERIFY THE HORIZONTAL/VERTICAL LOCATION OF ALL EXISTING UTILITY CROSSINGS. CHANGES TO THE PROPOSED WET UTILITY ALIGNMENT COULD BE REQUIRED BASED ON THE ACTUAL UTILITY LOCATIONS.

811 Know what's below. Call before you dig.
DIAL TOLL FREE 811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD012
REVIEWED FOR:
SS ☑ FLS ☐ ACS ☑
DATE: 06/18/2019

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT SERVICES
FILE NO:
A#:
AC___ FLS___ SS___
DATE___

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

DELANE ENGINEERING
2121 WALNUT AVENUE, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310-343-3711-WWW.DELANEENGINEERING.COM

McKINNA ES
OXNARD SCHOOL DISTRICT
1611 S. J STREET, OCNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU-
DATE	5/7/18
1 ADD 1	4/16/18
2 ADD 2	5/7/18
3 ADD 3	5/31/18
4 CCD012	5/6/19
5	

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMITTAL

C001

PLOT DATE:6/6/19 3:03 PM FILE NAME: D:\CLOUDSTATION\DELANE\MYDRIVE\DATA\01157\CAD\LAND\DL\CONSTRUCTION DOCUMENTS\C01157-CD-C001.DWG

SAVE DATE:6/6/19 DEBBIE TALAMANTES

263

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PLUMBING SITE PLAN | 1" = 20'-0" | 1

GENERAL NOTES

1. FOR LINE TYPES, SYMBOLS AND ABBREVIATIONS SEE LEGEND ON P001.
2. FOR GAS LOAD SEE SCHEDULE ON P001.
3. FOR Gi-1 SEE EQUIPMENT SCHEDULE ON P002.
4. FOR FIRE WATER CONNECTIONS SEE PLUMBING FLOOR PLANS.
5. COORDINATE EXACT LOCATION OF S.O.V., BACKFLOW DEVICE, WATER METER, GAS METER & GREASE INTERCEPTOR WITH ARCHITECT.
6. REFER TO CIVIL DRAWINGS FOR SITE UTILITY INFORMATION.
7. FOR PIPE PENETRATION ACCROSS FOOTINGS, SEE STRUCTUREAL DETAIL # 8 ON SHEET S301.
8. FOR GAS METER CONNECTION, SEE DETAIL # 10 ON SHEET P601.
9. ALL PLUMBING COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACES COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.
10. FOR INVERT ELEVATIONS FOR SITE UTILITIES PIPING SEE PLUMBING FLOOR PLANS.

CONSTRUCTION NOTES

1. NEW MEDIUM PRESSURE GAS LINE BELOW GRADE TO BE WRAPPED WITH CORROSION RESISTANT TAPE PER NOTE #2 ON PIPE MATERIAL SCHEDULE ON P001.
2. FOR GREASE INTERCEPTOR AND SAMPLE BOX SET UP SEE ENLARGED PLUMBING PLAN 2/P402.
3. FOR GREASE INTERCEPTOR AND SAMPLE BOX SEE DETAIL 1/P601.

IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC____ FLS____ SS____
DATE_____

REGISTERED PROFESSIONAL ENGINEER
STEVEN H. JOHNSON
No. 33209
EXP. 9-30-2019
MECHANICAL
STATE OF CALIFORNIA

DESIGN WEST ENGINEERING
MECHANICAL ELECTRICAL ENERGY CONSULTANTS
273 W. Hospitality Lane, Suite #100
San Bernardino, CA 92408
Phone: 909.890.3300
Fax: 909.890.3730
www.designwestengineering.com

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	1" = 20'-0"
PM	
DATE	03/15/18
2 ADDENDUM 2	05/07/18
3 CCD015	08/14/19

PLUMBING SITE PLAN

Dougherty
COSTA MESA ▸ OAKLAND
www.dougherty.us

P100

PRINTED: 8/14/2019 9:00:53 AM
PATH: C:_Revit_Projects\17-124 Oxnard SD McKinna Elementary_MEP1_CENTRAL_Revit2019.rvt

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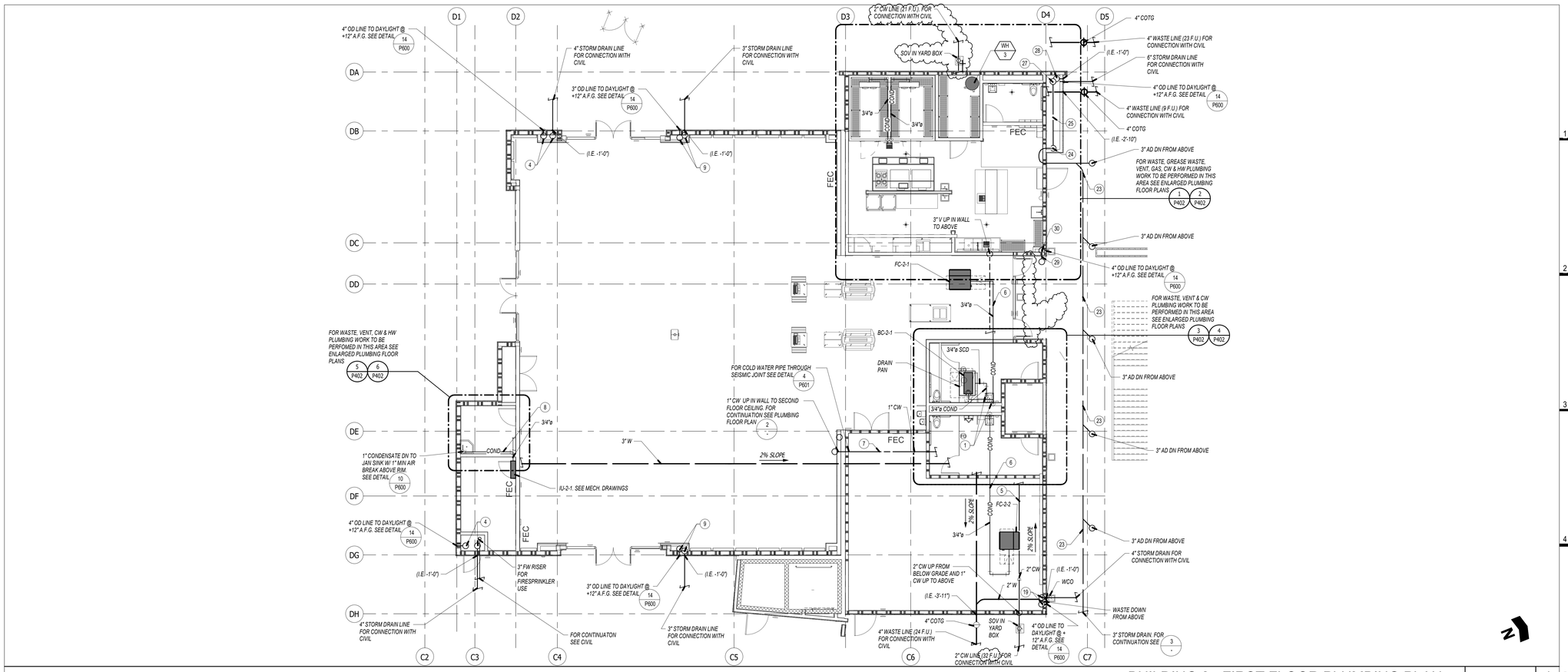
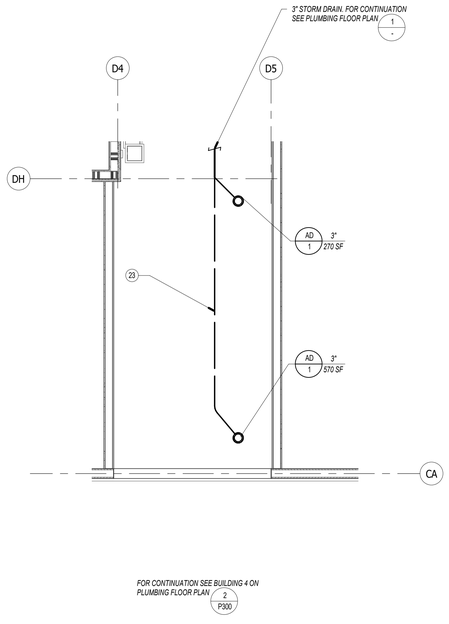
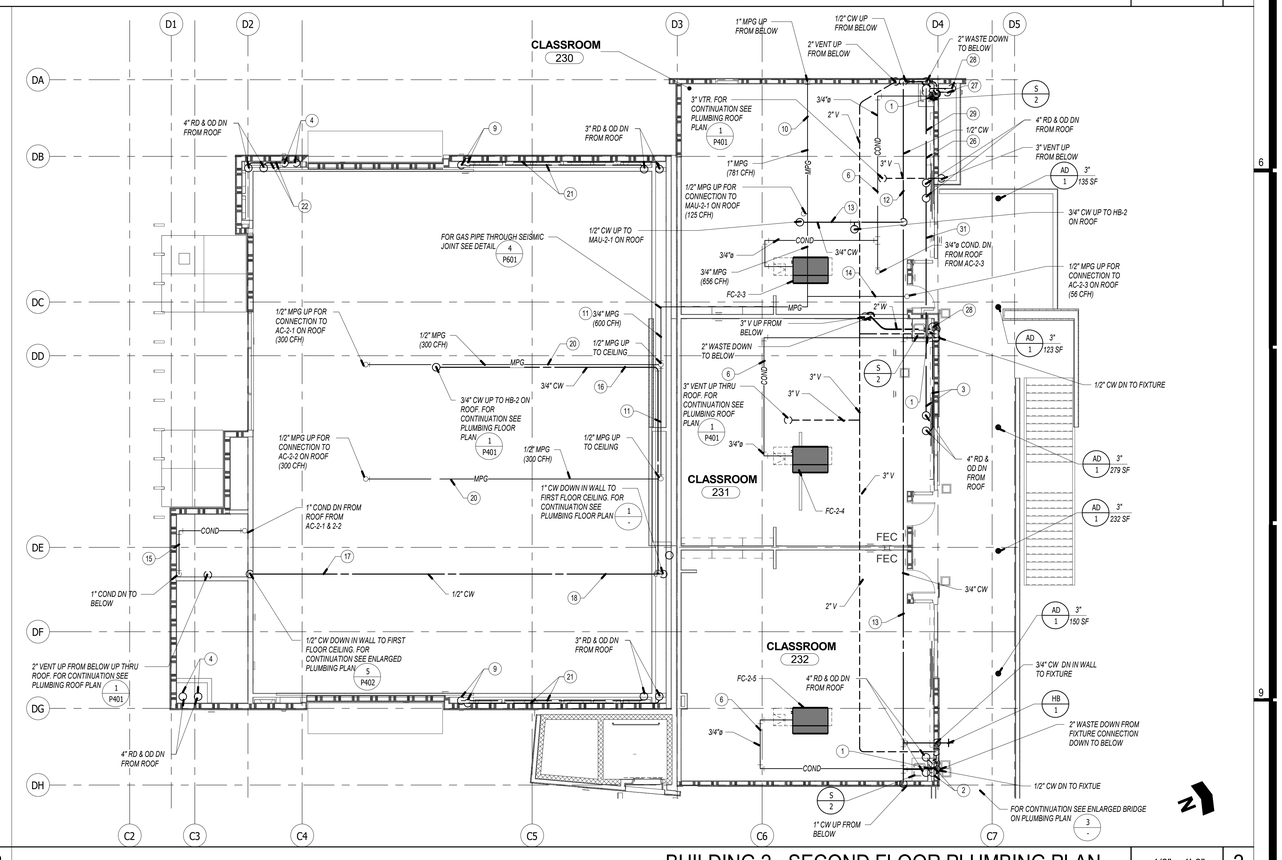


BUILDING 2 - FIRST FLOOR PLUMBING PLAN | 1/8" = 1'-0" | 1



BUILDING 2 - BRIDGE CONNECTION TO BUILDING 4 | 1/4" = 1'-0" | 3



BUILDING 2 - SECOND FLOOR PLUMBING PLAN | 1/8" = 1'-0" | 2

GENERAL NOTES

1. FOR LINE TYPES, SYMBOLS & ABBREVIATIONS SEE LEGEND ON P001.
2. ROOF DRAIN AND PIPES ARE BASED ON TABLE 11 @ 3" OF RAIN FALL PER HOUR W/ 1/8" PIPE SLOPE.
3. COORDINATE EXACT LOCATION OF S.O.V. BACKFLOW DEVICE, WATER METER, GAS METER & GREASE INTERCEPTOR WITH ARCHITECT.
5. SHUT-OFF VALVES SHALL BE PROVIDED ON ALL MAIN BRANCHES. RUNS TO RISERS AND WHERE SHOWN ON DRAWING. LOCATE SHUT-OFF VALVES OVER T-BAR CEILINGS WHEN POSSIBLE. PROVIDE ACCESS PANELS WHEN SHUT-OFF VALVES ARE LOCATED OVER HARD LID CEILINGS.
6. INVERT ELEVATION VALUES CALCULATED AT LOCATION SHOWN ON DRAWING.
7. FOR PIPE SUPPORT, SEE 5/P600
8. FOR COLD WATER RISER, SEE 7/P600
9. FOR COTG, SEE 8/P600
10. FOR AC CONDENSATE TO JANITOR SINK, SEE 10/P600
11. FOR GAS CONNECTION, SEE 11/P600
12. FOR ROOF/OVERFLOW DRAIN, SEE 14/P600
13. FOR GAS WATER HEATER, SEE 2/P601
14. FOR FAN COIL CONDENSATE TO LAVATORY, SEE 3/P601
15. FOR GAS PIPE THRU SEISMIC JOINT, SEE 4/P601
16. FOR RECESSED HOSE BIBB, SEE 5/P601
17. FOR PIPE SUPPORT TO WALL, SEE 6/P601
18. SEE PLUMBING ENLARGEMENT 2/P402 FOR LOCATION OF GREASE INTERCEPTOR AND GREASE WASTE ROUTING.
19. FOR PIPE PENETRATION THROUGH FOOTING, SEE STRUCTURAL 8/S301
20. FOR WATER CLOSET WALL MOUNTING, SEE 8/P601
21. FOR PIPE THROUGH FIRE RATED WALL, SEE 9/P601
22. FOR FLOOR SINK, SEE 11/P601
23. FOR FIXTURES IN FOOD SERVICE SHOWN IN PLUMBING FLOOR PLAN 1 ON THIS SHEET WITH OVAL NUMBERS. SEE GAS LOAD SCHEDULE ON SHEET P001. FOR ALL KITCHEN FIXTURES IN THIS AREA, SEE FOOD SERVICE DRAWING FS-2.
24. FOR TRAPEZE PIPE SUPPORT, SEE 1/P603
25. ALL PLUMBING COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.
26. ALL CONDENSATE PIPING SHALL HAVE A MINIMUM 1% SLOPE.
27. NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE, ACCORDING TO THE METHOD SET IN SECTION 609.9 OF THE CPC.
28. PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY FOR EXACT SIZE, LOCATION AND INVERT ELEVATION OF EXISTING WASTE LINE AND COORDINATE WITH PLUMBING ENGINEER FOR ANY CHANGES NEEDED.

CONSTRUCTION NOTES

1. 3/4" CONDENSATE TO SINK TAIL PIECE. SEE 3/P601
2. 4" RD AND OD DN IN SHAFT.
3. 4" RD AND OD IN CEILING SPACE.
4. 4" RD AND OD DN IN CHASE.
5. 2" CW IN CEILING SPACE.
6. 3/4" CONDENSATE IN CEILING SPACE.
7. 1" CW IN CEILING SPACE.
8. 3/4" CONDENSATE EXPOSED IN ROOM.
9. 3" RD AND OD DN IN CHASE.
10. 1" MPG EXPOSED IN ROOM.
11. MPG PIPE IN SOFFIT.
12. 1/2" CW IN CEILING SPACE.
13. 3/4" CW IN CEILING SPACE.
14. 1/2" MPG EXPOSED IN ROOM.
15. 1" CONDENSATE EXPOSED IN ROOM.
16. 3/4" CW EXPOSED IN ROOM.
17. 1/2" CW EXPOSED IN ROOM.
18. 1" CW EXPOSED IN ROOM.
19. 4" RD AND OD DN ALONG WALL EXPOSED IN ROOM.
20. 1/2" MPG EXPOSED IN ROOM.
21. 3" RD AND OD IN WALL.
22. 4" RD AND OD IN WALL.
23. 3" SD IN CEILING SPACE.
24. 3" SD DN IN CHASE.
25. 3" SD IN CHASE.
26. 6" RD IN CEILING SPACE.
27. 6" RD DN IN SHAFT.
28. 4" OD DN IN SHAFT.
29. 4" OD IN CEILING SPACE.
30. 4" OD DN IN CHASE.
31. 4" RD IN CEILING SPACE.

IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC____ FLS____ SS____
DATE____

DESIGN WEST ENGINEERING
MECHANICAL ELECTRICAL ENERGY CONSULTANTS
275 W. Hospitality Lane, Suite #100
San Bernardino, CA 92408
Phone: 909.890.3300
Fax: 909.890.8730
info@designwestengineering.com

REGISTERED PROFESSIONAL ENGINEER STEVEN M. JOHNSON No. 33209 EXP. 9-30-2019 MECHANICAL STATE OF CALIFORNIA

REGISTERED ARCHITECT BRIAN A. DOUGHERTY No. 6 STATE OF CALIFORNIA

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	As indicated
PM	
DATE	03/15/18

2	ADDENDUM 2	05/07/18
6	RFI 221	02/04/19
5	ASI_024	06/11/19

MPR (B2) - PLUMBING FIRST AND SECOND FLOOR PLANS

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

P400

PRINTED: 8/14/2019 9:00:55 AM
PATH: C:_Revit_Projects\17-124 Oxnard SD Mckinna Elementary_HECTL_CENTRAL_Revit24\24\93.rvt

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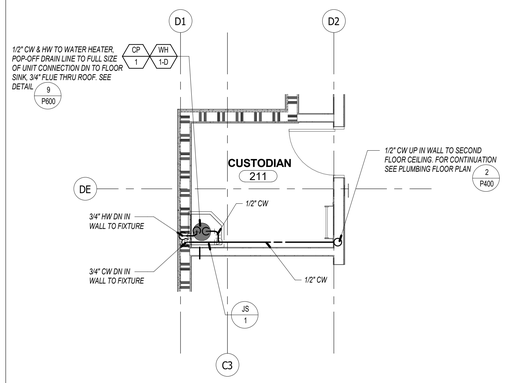
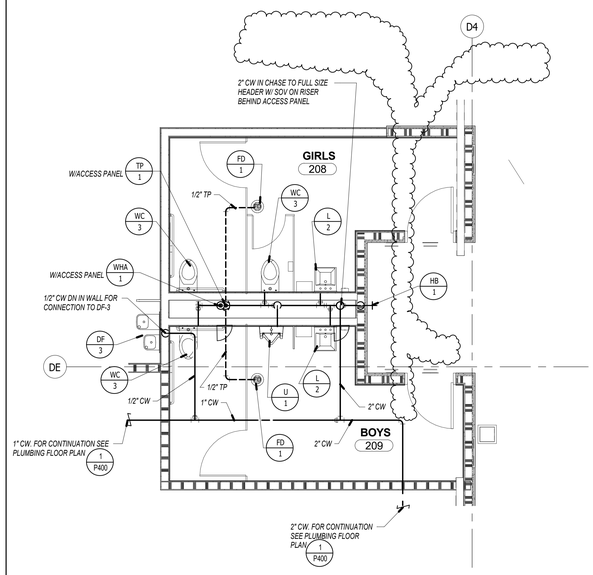
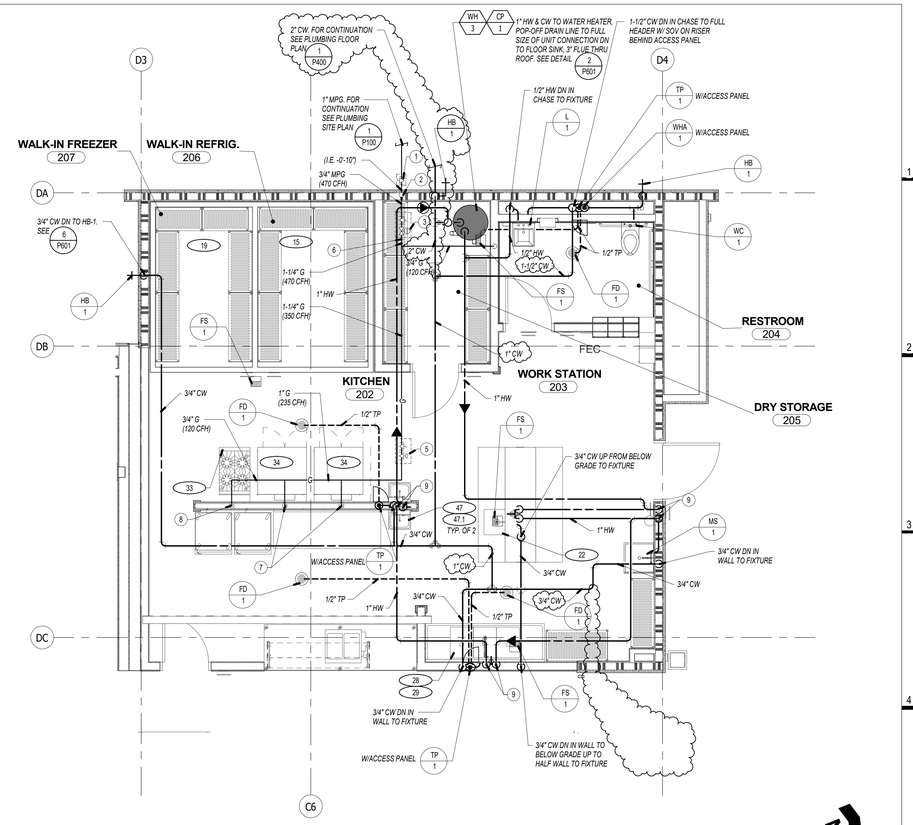


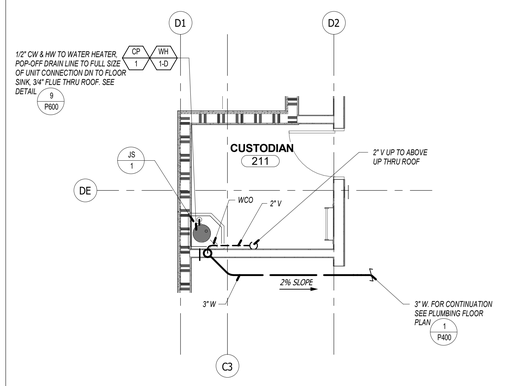
CW & HW CUSTODIAN PLAN | 1/4" = 1'-0" | 5



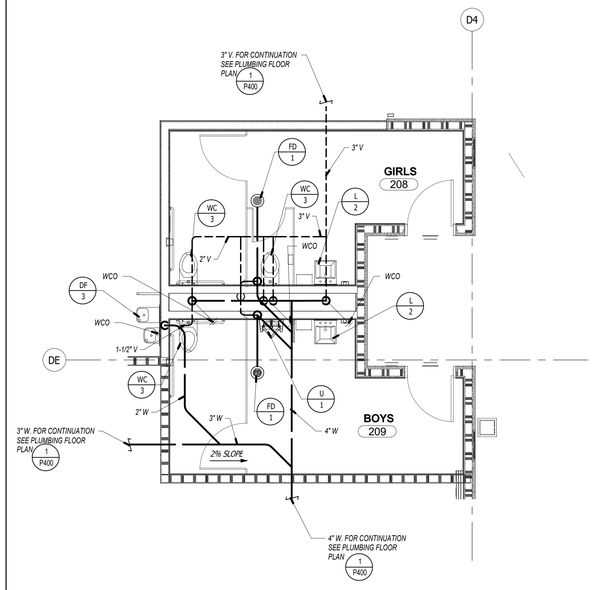
CW ENLARGED 1ST FLOOR RESTROOMS PLAN | 1/4" = 1'-0" | 3



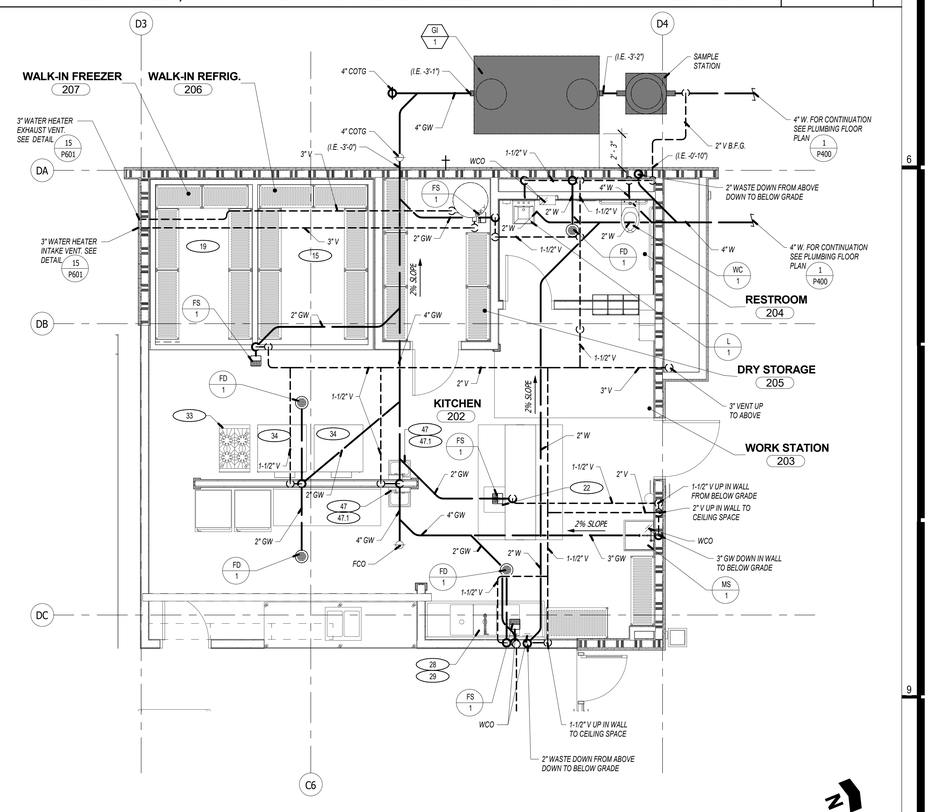
COLD WATER, HOT WATER & GAS ENLARGED FIRST FLOOR KITCHEN PLAN | 1/4" = 1'-0" | 1



W & V CUSTODIAN PLAN | 1/4" = 1'-0" | 6



W&V ENLARGED 1ST FLOOR RESTROOMS PLAN | 1/4" = 1'-0" | 4



WASTE & VENT ENLARGED FIRST FLOOR KITCHEN PLAN | 1/4" = 1'-0" | 2

GENERAL NOTES

1. FOR LINE TYPES, SYMBOLS & ABBREVIATIONS SEE LEGEND ON P001.
2. SEE FIXTURE SCHEDULE ON P002 FOR ADA AND STANDARD RIM HEIGHTS FOR WC-1 AND WC-3 AND U-1.
4. SEE EQUIPMENT SCHEDULE ON P002 FOR WH - 4, CP-1, WH-1D AND GI-1.
5. FOR WATER HAMMER ARRESTOR, SEE DETAIL 3 P600
6. FOR PIPE SUPPORT, SEE DETAIL 5 P600
7. FOR TRAP PRIMER, SEE DETAIL 6 P600
8. FOR CLEAN OUT, SEE DETAIL 8 P600
9. FOR RECESSED HOSE BIBB, SEE DETAIL 5 P601
10. FOR PIPE SUPPORT TO WALL, SEE DETAIL 6 P601
11. FOR 3-COMPARTMENT SINK INDIRECT WASTE, SEE DETAIL 16 P600
12. FOR GREASE INTERCEPTOR, SEE DETAIL 1 P601
13. FOR GAS WATER HEATER WH-3, SEE DETAIL 2 P601
14. FOR FIXTURES IN FOOD SERVICE SHOWN IN ENLARGED PLUMBING PLANS 1 & 2 ON THIS SHEET WITH OVAL NUMBERS, SEE PLUMBING SCHEDULES ON SHEET P002. FOR ALL KITCHEN FIXTURES IN THIS AREA, SEE FOOD SERVICE DRAWING FS-2.
15. FOR ELECTRIC WATER HEATER CONNECTION WH-1-D, SEE DETAIL 9 P600
16. FOR KITCHEN EQUIPMENT, SEE FOOD SERVICE DRAWING FS-2.
17. FOR PIPE PENETRATION THROUGH FOOTING, SEE STRUCTURAL 8 S301
18. FOR EXCAVATION ADJACENT TO FOOTING, SEE STRUCTURAL DETAIL 2 S301
19. FOR WATER CLOSET WALL MOUNTING, SEE DETAIL 8 P601
20. FOR PIPE THROUGH FIRE RATED WALL, SEE DETAIL 9 P601
21. FOR FLOOR SINK, SEE DETAIL 11 P601
22. FOR TRAPEZE PIPE SUPPORT, SEE DETAIL 1 P602
23. ALL PLUMBING COMPONENTS INSTALLED VISIBLY ON ARCHITECTURAL FINISHES SHALL MATCH THAT SURFACE'S COLOR WITH FACTORY FINISH, UNLESS APPROVED BY THE ARCHITECT.
24. ALL VENTING SHALL HAVE A MIN. OF 10-0" CLEARANCE FROM ANY FORCED AIR INLET W/A MIN. OF 3'-0" CLEARANCE ABOVE & A MIN. OF 4'-0" CLEARANCE FROM ANY PROPERTY LINE EXCEPT A PUBLIC WAY PER CPC SEC. 906.
25. NEW OR REPAIRED POTABLE WATER SYSTEM SHALL BE DISINFECTED PRIOR TO USE, ACCORDING TO THE METHOD SET IN SECTION 609.9 OF THE CPC.
26. PRIOR TO CONSTRUCTION CONTRACTOR SHALL FIELD VERIFY FOR EXACT SIZE, LOCATION AND INVERT ELEVATION OF EXISTING WASTE LINE AND COORDINATE WITH PLUMBING ENGINEER FOR ANY CHANGES NEEDED.
27. SHUT-OFF VALVES SHALL BE PROVIDED ON ALL MAIN BRANCHES, RUNS TO RISERS AND WHERE SHOWN ON DRAWING. LOCATE SHUT-OFF VALVES OVER T-BAR CEILING WHEN POSSIBLE. PROVIDE ACCESS PANELS WHEN SHUT-OFF VALVES ARE LOCATED OVER HARD LID CEILINGS.
28. ROUTE HOT WATER LOOP AS CLOSE AS POSSIBLE TO ALL FIXTURES.

CONSTRUCTION NOTES

1. AGA APPROVED GAS COCK IN YARD BOX.
2. 1" MPG GAS UP IN WALL & 1" MPG UP TO ABOVE.
3. PROVIDE AGA APPROVED GAS COCK & GAS REGULATOR VENTED TO ATMOSPHERE BEHIND ACCESS PANEL.
4. 3/4" GAS DN IN WALL TO WATER HEATER (120 CFH)
5. PROVIDE GAS SOLENOID VALVE ABOVE CEILING W/ACCESS PANEL & INTERCONNECTED W/HOOD FIRE SUPPRESION SYSTEM BY OTHERS TO SHUT OFF GAS UPON ACTIVATION.
6. PIPES AFTER GAS REGULATOR SHALL BE SIZED AT 50 TDL.
7. 3/4" GAS DN IN WALL TO ITEM 34 (115 CFH)
8. 3/4" GAS DN IN WALL TO ITEM 33 (120 CFH)
9. 1" HW LOOP DN IN WALL W/ 1/2" TAP FOR FIXTURE & 1" HW LOOP UP IN WALL

DESIGN WEST ENGINEERING
MECHANICAL ELECTRICAL ENERGY CONSULTANTS
275 W. Hospitality Lane, Suite #100
San Bernardino, CA 92408
Phone: 909.890.1300
Fax: 909.890.1310
info@designwestengineering.com

REGISTERED PROFESSIONAL ENGINEER
STEVEN M. JOHNSON
No. 33209
EXP. 9-30-2019
MECHANICAL
STATE OF CALIFORNIA

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	
DATE	03/15/18
2 ADDENDUM 2	05/07/18

MPR (B2) - ENLARGED PLUMBING PLANS

IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC____ FLS____ SS____
DATE____

Dougherty
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www.dougherty.us

P402

PRINTED: 8/14/2019 9:00:58 AM
PATH: C:_Revit_Projects\17-124 Oxnard SD McKinna Elementary_REC2_CENTRAL_Revit\MEP\17-124.rvt

CHANGE ORDER REQUEST

COR No. 263 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

SO Cal Gas - Re-pipe Regulator

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	10,201
	Subtotal:	10,201
Contractual Costs		
Fee		527
Subcontract Default Insurance		122
CCIP		129
Contractor Bond		78
	Subtotal:	856
	Total Change Order Request Amount:	**11,057**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☑ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☐ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 11
REQUEST DATE: 03/18/2020
REQUESTED BY:
CUSTOMER REF #:

TO: Bernards
555 First St.
San Fernando CA 91340

Attn: Jaime Pace **Phone: 310-909-9763**

PROJECT: 2439 McKinna ES Reconstruction Plumbing
1611 South J Street
Oxnard CA 93033

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	**Amount**
Repipe gas regulators	10,201.00

Remarks
Repipe gas regulators (4ea. in MPR Roof & 1ea. in attic) to include additional ball valves in the gas regulator manifold as required by So. Cal Gas Co.

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **$10,201.00**

The Contract Time will be changed by **5** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 03/18/20
By (Print) Jay Buenviaje
Signature
Title P.M.

Change Order

Date: 3/18/2020

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2439
Description	Re-pipe Gas Regulators per
HPS PCO #	11
BERNARDS PCO #	

Description		*Quantity*	*Units*	*Material*	*Material*	*Subs*	*Manhours*	*Rate*	*Labor Total*	*Equip*	*Eq. Cost/Hr*	*Equip. Total*
				MATERIALS	MATERIALS	SUBCONTRACTORS						
LABOR & EQUIPMENT												
Plumber		1	*ea*				40.00	92.34	$ 3,693.60			
Apprentice 3rd		1	*ea*				40.00	59.25	$ 2,370.00			
Chevy 2500 Work Truck		1	*ea*							40.00	$ 38.38	$ 1,535.20
MATERIALS					$ -							
Materials (see attached)		1	*LS*	$1,028.10	$ 1,028.10							
Misc. matls		1	*LS*	$ 150.00	$ 150.00							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 1,178.10**	**$ -**			**$ 6,063.60**			**$ 1,535.20**

Labor		$ 6,063.60	
Equipment		$ 1,535.20	
Subcontractors		$ -	
Material		$ 1,178.10	
OT Premium	%		
Sales Tax @	7.975 %	$ 93.95	
	0 %	$ -	
Delivery/Freight			
SUBTOTAL		$ 8,870.85	
OH MARKUPS			
Labor	15 %	$ 909.54	
Material	15 %	$ 190.81	
Equipment	15 %	$ 230.28	
Subcontracts & Others	15 %	$ -	
	%	$ -	
TOTAL		**10,201**	

HOURLY LABOR RATE WORKSHEET

PROJECT NAME	**McKinna ES Recon. Site Utillities**	**PROJECT NO.**	2438
CONTRACTOR	**Bernards**	**CONTRACT NO.**	
SUBCONTRACTOR	**HPS Mechanical, Inc.**	**DATE**	9/13/2019

TRADE: Plumbing **CLASSIFICATION:** Plumber - 9.1.19 thru 9.1.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 51.38	$ 77.07	$ 102.76	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 9.16	$ 9.16	$ 9.16	
Pension [1]		$ 12.25	$ 12.25	$ 12.25	
Vacation/Holiday		$ -		$ -	
Training/Certification [1]		$ 2.25	$ 2.25	$ 2.25	
Other		$ 1.27	$ 1.27	$ 1.27	
Fringe Benefits Subtotal		$ 24.93	$ 24.93	$ 24.93	
Total PW Hourly Rate		$ 76.31	$ 102.00	$ 127.69	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 3.19	$ 4.78	$ 6.37	
Medicare	0.0145	$ 0.75	$ 1.12	$ 1.49	
FUTA	0.0270	$ 1.39	$ 2.08	$ 2.77	
SUTA	0.0620	$ 3.19	$ 4.78	$ 6.37	*Maximum - 0.062.*
Workers Compensation 1	0.0965	$ 4.96	$ 4.96	$ 4.96	*Usually less than 11%; can request policy.*
Burden Subtotal		$ 13.46	$ 17.71	$ 21.96	
Contractor Liability Insurance	0.0500	$ 2.57	$ 2.57	$ 2.57	
Subsistence		$ -	$ -	$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 92.34**	**$ 122.28**	**$ 152.22**	*= Amount Contractor paid to employee*

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz (print name) **Company Name:** HPS Mechanical, Inc.

Signature:

HOURLY LABOR RATE WORKSHEET

PROJECT NAME	**McKinna ES Recon. Site Utillities**	**PROJECT NO.**	2438
CONTRACTOR	**Bernards**	**CONTRACT NO.**	
SUBCONTRACTOR	**HPS Mechanical, Inc.**	**DATE**	9/13/2019

TRADE: Plumbing **CLASSIFICATION:** Plumber Appr. 3rd Year - 9.1.19 thru 9.1.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 31.24	$ 46.86	$ 62.48	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 9.16	$ 9.16	$ 9.16	
Pension [1]		$ 6.38	$ 6.38	$ 6.38	
Vacation/Holiday		$ -	$ -	$ -	
Training/Certification [1]		$ 1.51	$ 1.51	$ 1.51	
Other		$ 1.21	$ 1.21	$ 1.21	
Fringe Benefits Subtotal		$ 18.26	$ 18.26	$ 18.26	
Total PW Hourly Rate		$ 49.50	$ 65.12	$ 80.74	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 1.94	$ 2.91	$ 3.87	
Medicare	0.0145	$ 0.45	$ 0.68	$ 0.91	
FUTA	0.0270	$ 0.84	$ 1.27	$ 1.69	
SUTA	0.0620	$ 1.94	$ 2.91	$ 3.87	*Maximum - 0.062.*
Workers Compensation 1	0.0965	$ 3.01	$ 3.01	$ 3.01	*Usually less than 11%; can request policy.*
Burden Subtotal		$ 8.18	$ 10.77	$ 13.36	
Contractor Liability Insurance	0.0500	$ 1.56	$ 1.56	$ 1.56	
Subsistence		$ -	$ -	$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 59.25**	**$ 77.45**	**$ 95.66**	*= Amount Contractor paid to employee*

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz (print name) **Company Name:** HPS Mechanical, Inc.

Signature:

FERGUSON | WOLSELEY INDUSTRIAL GROUP

FEL BAKERSFIELD #1014
6300 DISTRICT BLVD.
BAKERSFIELD, CA 93313

Phone: 661-396-3200
Fax: 661-397-5580

Deliver To:
From: Ronald Baize
Comments:

272

18:44:14 MAR 18 2020

FERGUSON ENTERPRISES LLC #686
Price Quotation
Phone: 661-396-3200
Fax: 661-397-5580

Bid No: B305707
Bid Date: 03/18/20
Quoted By: RSB

Cust Phone: 661-324-2121
Terms: NET 10TH PROX

Customer: HPS MECHANICAL INC
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Ship To: HPS MECHANICAL INC
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Cust PO#: 2439

Job Name: McKinna ES Roof Mate

Item	Description	Quantity	Net Price	UM	Total
GST7882S12Z2S2	1-5/8X1-5/8X20 12 GALV H/SL STRUT	60	218.025	C	130.82
BB3060PLNC	3/8 BLK SIDE BEAM ANG CLIP	16	3.118	EA	49.89
FNW7821Z0037	3/8 PLTD CHAN NUT W/REG SPRG	32	0.772	EA	24.70
FNWFLWZ38	3/8 X 1 FLT WSHR ZN 50PK	1	4.617	PK	4.62
FNWCSG2Z381	3/8 16X1 HHCS GR 2 ZN 25PK	2	26.591	PK	53.18
FNW770610	HBS-10-H RUB BLOCK RTU CHAN SUPP	8	24.934	EA	199.47
FNW7873Z0050	1/2 IPS PLTD RIGID STRUT CLMP	16	0.914	EA	14.62
GGPTCA53D	1/2 GALV T&C A53A S40 PIPE	21	137.577	C	28.89
IGNDP	1/2X4 GALV STL NIP	40	2.061	EA	82.44
FNWX415D	LF 1/2 BRS 600# WOG THRD 2PC BV	16	7.116	EA	113.86
IGTD	1/2 GALV MI 150# TEE	12	1.827	EA	21.92
IG9D	1/2 GALV MI 150# 90 ELL	16	1.504	EA	24.06
IBRLFCPLUGD	LF 1/2 BRS SQ HD CORED PLUG	12	2.724	EA	32.69
PSTTD520	1/2X520 PTFE PIPE THRD TAPE	8	1.251	EA	10.01
H15427	1 PT PRO DOPE THRD SEALANT	1	11.598	EA	11.60

	ADD-ON				
IGTFFD	3/4X3/4X1/2 GALV MI 150# TEE	1	4.247	EA	4.25
FNWX415D	LF 1/2 BRS 600# WOG THRD 2PC BV	3	7.116	EA	21.35
IBRLFCPLUGD	LF 1/2 BRS SQ HD CORED PLUG	3	2.724	EA	8.17
IGTHHD	1-1/4X1-1/4X1/2 GALV MI 150# TEE	2	9.732	EA	19.46
IGNDK	1/2X2 GALV STL NIP	3	1.426	EA	4.28
FNWX415H	LF 1-1/4 BRS 600 WOG THRD 2PC BV	1	25.207	EA	25.21
IGNHP	1-1/4X4 GALV STL NIP	4	4.215	EA	16.86
IG9F	3/4 GALV MI 150# 90 ELL	6	1.810	EA	10.86
GGPTCA53H	1-1/4 GALV T&C A53A S40 PIPE	21	364.779	C	76.60
GGPTCA53F	3/4 GALV T&C A53A S40 PIPE	21	182.333	C	38.29

Net Total:	$1028.10
Tax:	$74.54
Freight:	$0.00
Total:	$1102.64

Item Code	Description	Notice

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1014&on=648230

Arvind Balaji

From: Mario Mera <MMera@cfwinc.com>
Sent: Monday, March 23, 2020 7:44 AM
To: Jaime Pace
Cc: Jennifer MacIsaac; Arvind Balaji; Varun Inapuri
Subject: RE: McKinna ES: So Cal Gas manifold requirement

External Mail Source

Jaime,

Please proceed with this required SoCalGas field modification at a NTE cost of $12,051.

Sincerely,

Mario Mera
Senior Program Manager – Implementation Services
Caldwell, Flores, Winters, Inc.
mobile: (310) 863-2980
e-mail: mmera@cfwinc.com

CFW Los Angeles Office:
815 Colorado Blvd., Ste. 201,
Los Angeles, CA 93035
office: (323) 202-2552

CFW Oxnard Office:
1901 S. Victoria Ave., Ste. 106
Oxnard, CA 93035
office: (805) 201-0546

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Please consider the environment before printing this e-mail

From: Jaime Pace <jpace@bernards.com>
Sent: Wednesday, March 18, 2020 4:40 PM
To: Mario Mera <MMera@cfwinc.com>
Cc: Jennifer MacIsaac <jmacIsaac@cfwinc.com>; Arvind Balaji <ABalaji@bernards.com>
Subject: FW: McKinna ES: So Cal Gas manifold requirement

Please see attached quote for authorization to proceed with the additional valves at the (5) locations. Please bear in mind that the existing scope of work originally completed will have to be removed. Please add an additional $1850 for framing, hanging and paint in the Kitchen location bringing the total up to $12,051. Please provide direction as soon as possible. Thank you

Jaime Pace
Project Manager

Please follow us on: **Twitter** | **Facebook** | **LinkedIn** | **YouTube**

Please consider the environment before printing this e-mail.

From: Jay Buenviaje <jay@hpsmechanical.com>
Sent: Wednesday, March 18, 2020 4:09 PM
To: Arvind Balaji <ABalaji@bernards.com>
Cc: Jaime Pace <jpace@bernards.com>; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>
Subject: RE: McKinna ES: So Cal Gas manifold requirement

External Mail Source

Arvind,

Pls see attached cost to re-pipe gas regulator manifolds.

Thanks,

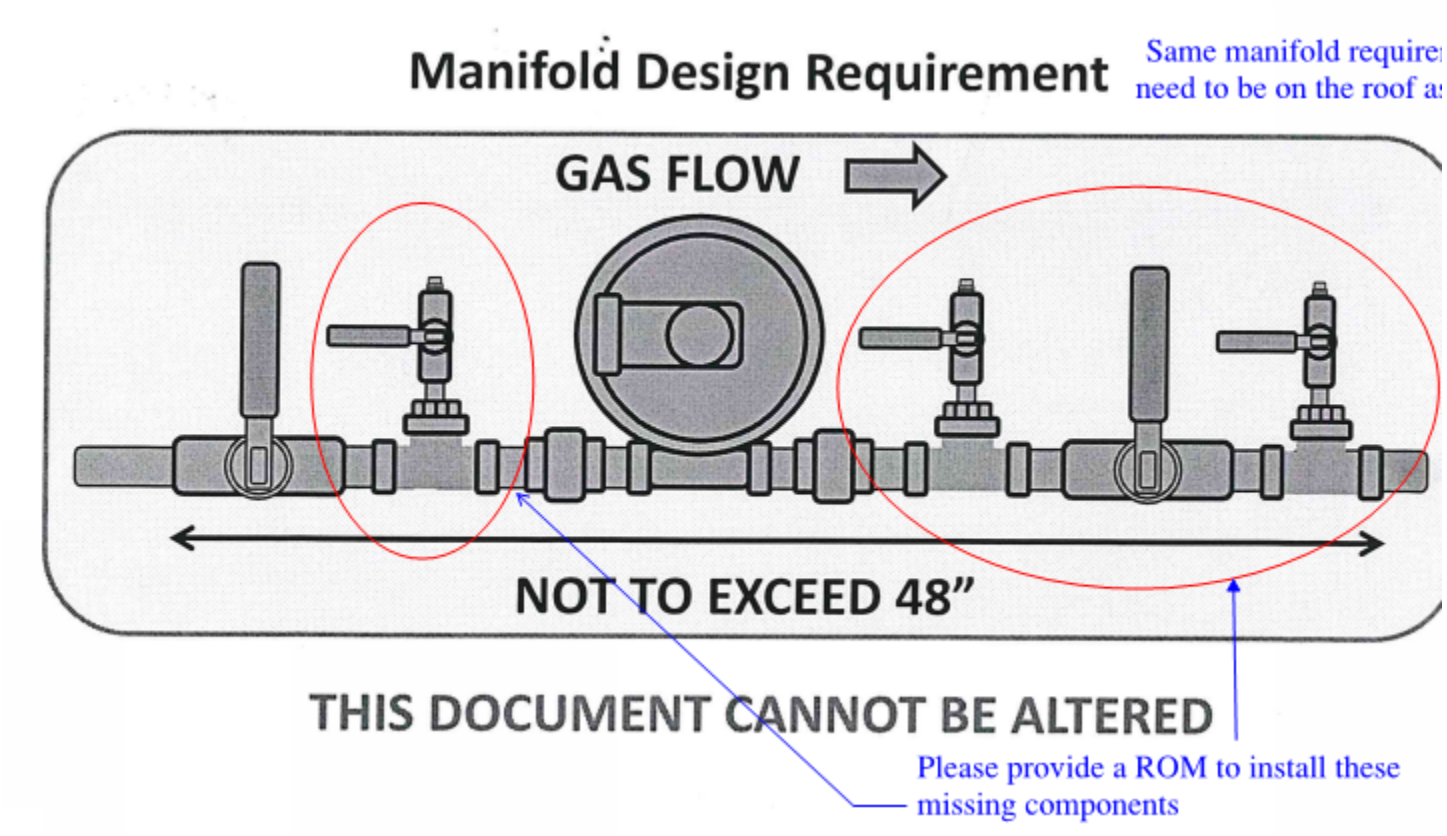
Jay Buenviaje | Project Manager | HPS Mechanical, Inc.

3100 E. Belle Terrace Bakersfield, CA 93307 | Office: 661-397-2121 | Direct Line: 661-617-8203 | Direct Fax: 661-617-1583 | jay@hpsmechanical.com

From: Arvind Balaji [mailto:ABalaji@bernards.com]
Sent: Tuesday, March 17, 2020 8:29 AM
To: Jay Buenviaje <jay@hpsmechanical.com>
Cc: Jaime Pace <jpace@bernards.com>; Terry Root <troot@bernards.com>; Mitch Michaelis <mmichaelis@bernards.com>; 'Nathan Parriott' <nparriott@hpsmechanical.com>
Subject: McKinna ES: So Cal Gas manifold requirement

Hello Jay,

So Cal gas co. representative walked the site this morning. He mentioned that manifold were missing some components (circled in red below). The same layout has to be followed even at the roof. Could you please have someone price this by noon tomorrow (3/18)? Please give us a call if you have any questions.



Thanks,

Arvind Balaji
Project Engineer
McKinna Elementary School

BERNARDS

An Employee Owned Company

1611 South J St | Oxnard, CA 93033
T 818.898.1521 | **F** 818.365.0065 | **C** 805.205.0018
abalaji@bernards.com | www.bernards.com

Arvind Balaji

From: Mario Mera <MMera@cfwinc.com>
Sent: Wednesday, March 18, 2020 4:48 PM
To: Diego Matzkin
Cc: Jaime Pace; Jennifer MacIsaac; Terry Root; Arvind Balaji; Mitch Michaelis; Carl Magness; Steven Johnson; Lizette Ibal Chavez; Kevin Griendling; Scott Burkett
Subject: RE: McKinna ES: So Cal Gas manifold requirement

External Mail Source

Diego,

First of all, thank you for swiftly coordinating the conference call with your Engineers and SoCalGas this afternoon. I am in agreement with you. The best course of action for the Owner and the project is to acquiesce and complete the modifications required. To the end, the Contractor continues to move expeditiously to coordinate the necessary manpower and obtain a proposal for this work.

Sincerely,

Mario Mera
Senior Program Manager – Implementation Services
Caldwell, Flores, Winters, Inc.
mobile: (310) 863-2980
e-mail: mmera@cfwinc.com

CFW Los Angeles Office:
815 Colorado Blvd., Ste. 201,
Los Angeles, CA 93035
office: (323) 202-2552

CFW Oxnard Office:
1901 S. Victoria Ave., Ste. 106
Oxnard, CA 93035
office: (805) 201-0546

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Please consider the environment before printing this e-mail

From: Diego Matzkin <d.matzkin@perkinseastman.com>
Sent: Wednesday, March 18, 2020 3:31 PM
To: Jaime Pace <jpace@bernards.com>; Mario Mera <MMera@cfwinc.com>; Jennifer MacIsaac <jmacIsaac@cfwinc.com>
Cc: Terry Root <TRoot@bernards.com>; Arvind Balaji <ABalaji@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Carl Magness <cmagness@bernards.com>; Steven Johnson <sjohnson@designwesteng.com>; Lizette Ibal Chavez <lIbal@designwesteng.com>; Kevin Griendling

<k.griendling@perkinseastman.com>
Subject: RE: McKinna ES: So Cal Gas manifold requirement

Mario,

Per the conversation a few minutes ago that you and I as well as our mechanical engineers had with Martin Mostad (SoCal Gas), it appears that he is enforcing a SoCal Gas policy that is unpublished and was never communicated to the design team through all of our coordination meetings. As our design team indicated, this policy runs contrary to standard practice for this system (the pressure regulator assembly required is only typically provided at the meter, not beyond). And when asked for official documentation from the Gas Company outlining this policy (the policy, not the assembly diagram), Martin indicated that he could not share it with us. How can anyone address a requirement that is not published or communicated and is outside of standard practice is something that Martin himself was unable to explain…

Given the sensitivity of this issue, it appears that the best course of action might be to acquiesce to Martin's inspection comments in order expedite completion. Though it does feel warranted, I'm not certain that seeking confirmation of this policy from a SoCal Gas supervisor would yield a different outcome other than require additional valuable/costly time to the District.

Hope this helps,
Diego

Diego Matzkin, AIA
Associate Principal

PERKINS EASTMAN
3194 D Airport Loop Drive | Costa Mesa, CA 92626 |
T. +1 714 640 8202 | M. +1 714 351 0749
E. d.matzkin@perkinseastman.com

www.perkinseastman.com

From: Jaime Pace <jpace@bernards.com>
Sent: Wednesday, March 18, 2020 12:11 PM
To: Mario Mera (Mmera@cfwinc.com) <Mmera@cfwinc.com>; Jennifer MacIsaac <jmacIsaac@cfwinc.com>
Cc: Terry Root <TRoot@bernards.com>; Arvind Balaji <ABalaji@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Carl Magness <cmagness@bernards.com>; Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: FW: McKinna ES: So Cal Gas manifold requirement

Mario and Jennifer, please see So Cal Gas update below as requested.

Please see the attached document with pictures of the existing condition. Following is the summary of events occurred yesterday (3/17).

- So Cal Gas representative (Martin Mostad) visited the site at around 8 am.
- Terry & Martin walked the manifold in MPR kitchen dry storage area, and Martin deemed the manifold insufficient.
- Both returned to the jobsite trailer, and Terry presented the response to RFI #420. During the discussion, Terry mentioned that Martin had previously accepted the existing configuration in MPR kitchen dry storage area (See Picture 1).
- *Martin responded* saying *that waiver* provided in RFI 420 response *was only for the location and not configuration*.

- Shortly after the discussion, both went to the roof and walked individual units AC 2-1, AC 2-2 (See Picture 2), AC 2-3 (See Picture 4), and MU 2-1 (See Picture 3) and its manifold.
- After walking the roof, Martin mentioned that manifolds on the roof should also be installed per So Cal Gas Co. requirements (See Exhibit A).

Exhibit B shows excerpt of the plan views of Sheets P-401 & P-402 for manifold locations.

Bernards reached out to HPS (Plumbing sub) to price the additional work per So Cal gas request, and awaiting a response.

In summary, the existing installation (gas regulators and gas cocks) meets plans and specifications, and has been inspected by IOR & plumbing engineer. Southern California Gas is requesting additional ball valves, and Tees (4 per location; total of 20).

Please let us know if you have any questions or concerns.

Thank you

Jaime Pace
Project Manager

BERNARDS

Please follow us on: **Twitter** | **Facebook** | **LinkedIn** | **YouTube**

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CHANGE ORDER REQUEST

COR No. 264 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

RFI 423 - KG Play Area drainage

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	21,420
	Subtotal:	21,420
Contractual Costs		
Fee		1,106
Subcontract Default Insurance		257
CCIP		271
Contractor Bond		165
	Subtotal:	1,799
	Total Change Order Request Amount:	**23,219**

APPROVAL

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

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

REVIEWED

- ☐ DOCUMENT CLARIFICATIONS
- ☐ AGENCY REVIEW
- ☐ FIELD CONDITIONS
- ☑ OWNER'S REQUEST
- ☐ CONTRACTOR BUYOUT

- ☑ MERITED
- ☐ NOT MERITED

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 8
REQUEST DATE: 03/04/2020
REQUESTED BY:
CUSTOMER REF #:

TO: Bernards
555 First St.
San Fernando CA 91340

Attn: Jaime Pace **Phone: 310-909-9763**

PROJECT: 2438 McKinna ES Reconstruction Site Utilities
1611 South J Street
Oxnard CA 93033

If you wish for us to proceed with the following work please issue a written change order for the amount shown or sign below indicating approval.

COST BREAKDOWN ATTACHED	X
PLANS ATTACHED	
SPECIFICATIONS ATTACHED	

Description of Work	**Amount**
Add trench drain east of concrete walkway @ Bldg.5	21,420.00

Remarks
Per RFI #423. Space between trench drain and asphalt will be patched with quikcrete concrete.

**HPS reserves the right to any future impact, disruption, loss of efficiency or any other extraordinary or consequential costs that may occur as a result of proceeding with this proposed change.*

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **$21,420.00**

The Contract Time will be changed by **0** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 03/04/2020
By (Print) Jay Buenviaje
Signature
Title P.M.

Change Order

Date: 3/4/2020

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2438 - Site Utilities
Description	RFI #423 - Add Trench Drain @ Kindergarten Playground
HPS PCO #	8
BERNARDS PCO #	

Description		*Quantity*	*Units*	*Material*	*Material*	*Subs*	*Manhours*	*Rate*	*Labor Total*	*Equip*	*Eq. Cost/Hr*	*Equip. Total*
				MATERIALS	MATERIALS	SUBCONTRACTORS						
LABOR & EQUIPMENT												
Superintendent		1	*ea*				48.00	96.09	$ 4,612.32			
Plumber		1	*ea*				48.00	92.34	$ 4,432.32			
Mini Excavator 304		1	*ea*							48	$ 29.99	$ 1,439.52
Chevy 2500 Work Truck		1	*ea*							48	$ 38.38	$ 1,842.24
Whacker		1	*ea*							48	$ 3.33	$ 159.84
MATERIALS												
ACO K100 with galvanized channel		1	*LS*	$2,622.18	$ 2,622.18							
& ACO Type 410D galv. grate					$ -							
Misc. piping materials		1	*LS*	$ 300.00	$ 300.00							
Quikcrete 50 lb		70	*bags*	$ 5.50	$ 385.00							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
Sawcut & Demo Asphalt						$ 2,000.00						
						$ -						
						$ -						
			TOTALS:		**$ 3,307.18**	**$ 2,000.00**			**$ 9,044.64**			**$ 3,441.60**

Labor		$ 9,044.64
Equipment		$ 3,441.60
Subcontractors		$ 2,000.00
Material		$ 3,307.18
OT Premium	0 %	$ -
Sales Tax @	7.750 %	$ 256.31
Misc. Mat'ls	0 %	$ -
Freight		$ 276.18
Deliver & Pick up Equipment		$ 300.00
SUBTOTAL		$ 18,625.91
OH MARKUPS		
Labor	15 %	$ 1,356.70
Material	15 %	$ 534.52
Equipment	15 %	$ 516.24
Subcontracts & Others	15 %	$ 386.43
	%	$ -
TOTAL		**21,420**

HOURLY LABOR RATE WORKSHEET

PROJECT NAME	**McKinna ES Recon. Site Utillities**	**PROJECT NO.**	2438
CONTRACTOR	**Bernards**	**CONTRACT NO.**	
SUBCONTRACTOR	**HPS Mechanical, Inc.**	**DATE**	9/13/2019

TRADE: Plumbing **CLASSIFICATION:** Superintendent - 9.1.19 thru 9.1.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 51.38	$ 77.07	$ 102.76	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 9.16	$ 9.16	$ 9.16	
Pension [1]		$ 12.25	$ 12.25	$ 12.25	
Vacation/Holiday		$ -		$ -	
Training/Certification [1]		$ 2.25	$ 2.25	$ 2.25	
Other		$ 1.27	$ 1.27	$ 1.27	
Fringe Benefits Subtotal		$ 24.93	$ 24.93	$ 24.93	
Total PW Hourly Rate		$ 76.31	$ 102.00	$ 127.69	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 3.19	$ 4.78	$ 6.37	
Medicare	0.0145	$ 0.75	$ 1.12	$ 1.49	
FUTA	0.0270	$ 1.39	$ 2.08	$ 2.77	
SUTA	0.0620	$ 3.19	$ 4.78	$ 6.37	*Maximum - 0.062.*
Workers Compensation 1	0.0965	$ 4.96	$ 4.96	$ 4.96	*Usually less than 11%; can request policy.*
Burden Subtotal		$ 13.46	$ 17.71	$ 21.96	
Contractor Liability Insurance	0.0500	$ 2.57	$ 2.57	$ 2.57	
Subsistence		$ 3.75	$ 3.75	$ 3.75	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 96.09**	**$ 126.03**	**$ 155.97**	*= Amount Contractor paid to employee*

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz (print name) **Company Name:** HPS Mechanical, Inc.

Signature:

HOURLY LABOR RATE WORKSHEET

PROJECT NAME	**McKinna ES Recon. Site Utillities**	**PROJECT NO.**	2438
CONTRACTOR	**Bernards**	**CONTRACT NO.**	
SUBCONTRACTOR	**HPS Mechanical, Inc.**	**DATE**	9/13/2019

TRADE: Plumbing **CLASSIFICATION:** Plumber - 9.1.19 thru 9.1.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 51.38	$ 77.07	$ 102.76	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 9.16	$ 9.16	$ 9.16	
Pension [1]		$ 12.25	$ 12.25	$ 12.25	
Vacation/Holiday		$ -		$ -	
Training/Certification [1]		$ 2.25	$ 2.25	$ 2.25	
Other		$ 1.27	$ 1.27	$ 1.27	
Fringe Benefits Subtotal		$ 24.93	$ 24.93	$ 24.93	
Total PW Hourly Rate		$ 76.31	$ 102.00	$ 127.69	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 3.19	$ 4.78	$ 6.37	
Medicare	0.0145	$ 0.75	$ 1.12	$ 1.49	
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Burden Subtotal		$ 13.46	$ 17.71	$ 21.96	
Contractor Liability Insurance	0.0500	$ 2.57	$ 2.57	$ 2.57	
Subsistence		$ -	$ -	$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 92.34**	**$ 122.28**	**$ 152.22**	*= Amount Contractor paid to employee*

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Beatriz Diaz (print name) **Company Name:** HPS Mechanical, Inc.

Signature:

Jay Buenviaje

From: Robert.Calvillo@Ferguson.com
Sent: Wednesday, March 4, 2020 3:32 PM
To: robert.calvillo@ferguson.com
Subject: Email Bid# B363372

Price Quotation # B363372

FERGUSON WATERWORKS #1084

3681 MARKET ST
VENTURA, CA 93003-5107

Phone : 805-644-7279
Fax : 805-644-8079

Bid No.....: B363372
Bid Date...: 03/04/20
Quoted By: RC
Customer.: HPS MECHANICAL INC
2438-MCKINNA ES
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Cust Phone: 661-397-2121
Terms.....: 3% 10TH NET 25TH
Ship To.....: HPS MECHANICAL INC
2438-MCKINNA ES
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Cust PO#..: ACO DRAIN

Job Name.: 2438 MCKINNA HS

Item	Description	Quantity	Net Price	UM	Total
A74019	K1-19 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
A74020	K1-20 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
ACO74021	*CVR* K1-21 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
ACO74022	*CVR* K1-22 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
ACO74023	*CVR* K1-23 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
ACO74024	*CVR* K1-24 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
ACO74025	*CVR* K1-25 SLOPE CHAN - 39.37 (1M)	2	99.125	EA	198.25
SP-A12666	TYPE 410D GALVANIZED PERFORATED	14	45.614	EA	638.60
A97477	INST DEV GALV EDGE	16	23.760	EA	380.16
A96822	ACODRAIN 4 UIV END CAP	2	13.830	EA	27.66
A01318	ACODRAIN QUICKLOK GRATE RMV TOOL	1	24.660	EA	24.66
A91120	10 OZ SEAL FLEX CONC	1	17.540	EA	17.54
MUL063504	4 PVC SWR GXG 45 BEND	1	11.630	EA	11.63
I4P26FB1012P35	4 SDR 35/26 X 10-12 SDR 35 I/T	1	126.420	EA	126.42
F105644	4 CI PVC X 4 CI PVC COUP	1	7.760	EA	7.76

Subtotal:	$2622.18
Inbound Freight:	$276.18
Tax:	$239.13
Order Total:	$3137.49

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 423

Project: McKinna Elementary School Reconstruction

Date: 01-22-20
Discipline: Civil

Subject: Kindergarten Playground Drainage

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100		

QUESTION

Kindergarten playground sits higher than B5, and drains towards the building. Bernard's is concerned that a heavy down pour will cause the water to flow towards the building and potentially pass under the doors.

SUGGESTION

Bernard's recommends adding a trench drain directly east of the concrete walkway, reference page 2.

ANSWER

After investigating the site conditions and drawings, the drawings indicate positive drainage toward the south and north. During the site walk, the engineer did indicate observation of ponding. We acknowledge a degree of latitude should be recognized with regard to construction tolerances and agree a trench drain would provide an extra measure of safeguard from drainage issues in the event of a heavy rain event. The client verbally agreed during a site walk on 1.30.20 to add the drain to assist in mitigating the potential for any drainage concerns that may arise.

See attached revised civil plan.

KG, PED, 02.20.20

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
HPS Mechanical Inc	Jay Buenviaje	2/27/2020

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

REQUEST FOR INFORMATION

RFI No.: 423

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 01-22-20
Discipline: Civil

Subject: Kindergarten Playground Drainage

Response Requested By: 01-27-2020

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100		

QUESTION

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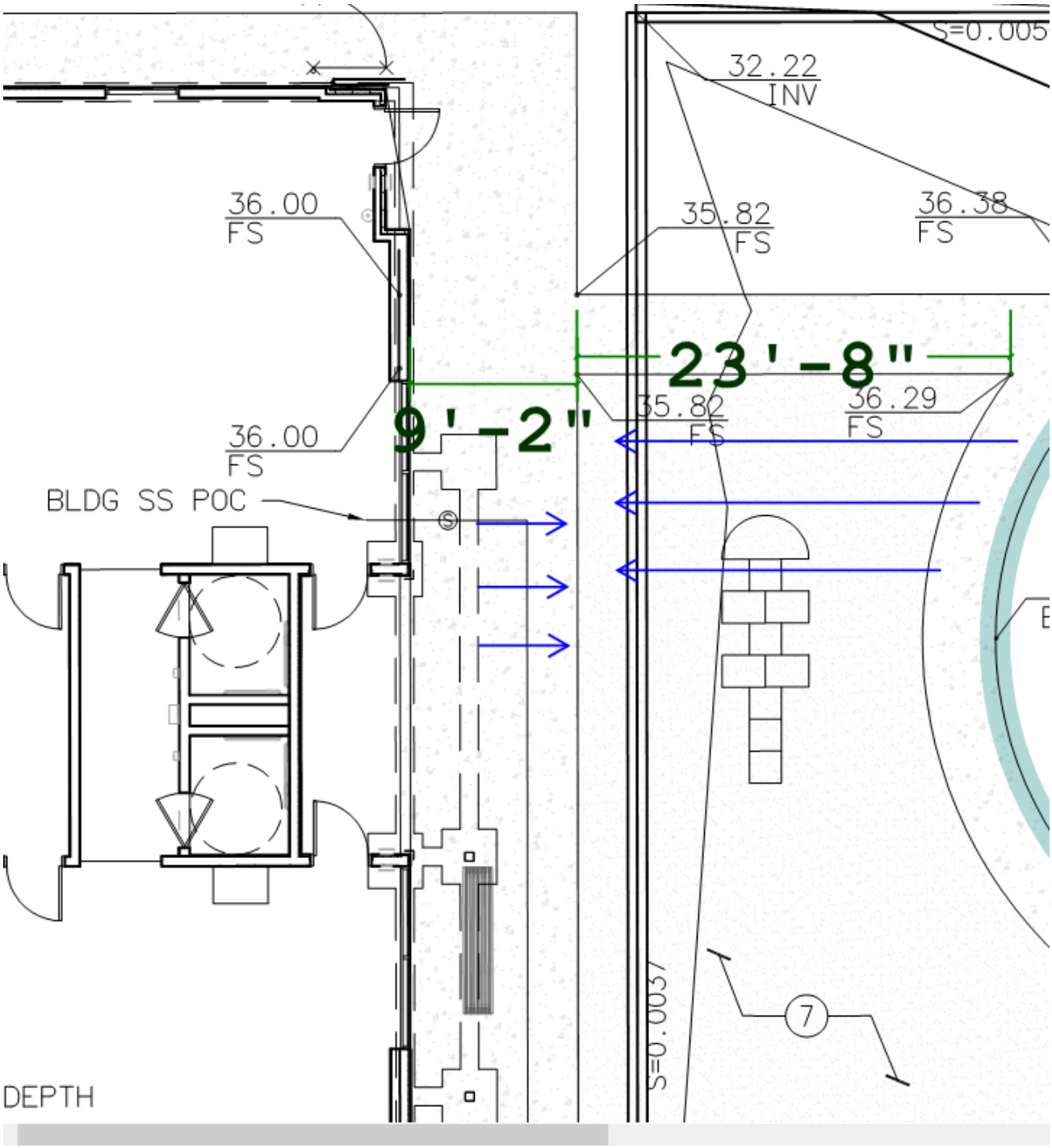
After investigating the site conditions and drawings, the drawings indicate positive drainage toward the south and north. During the site walk, the engineer did indicate observation of ponding. We acknowledge a degree of latitude should be recognized with regard to construction tolerances and agree a trench drain would provide an extra measure of safeguard from drainage issues in the event of a heavy rain event. The client verbally agreed during a site walk on 1.30.20 to add the drain to assist in mitigating the potential for any drainage concerns that may arise.

See attached revised civil plan.

Response Provided By:	Name	Company	Date
	Kevin Griendling, AIA	Perkins Eastman	2.20.20

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards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DEPTH

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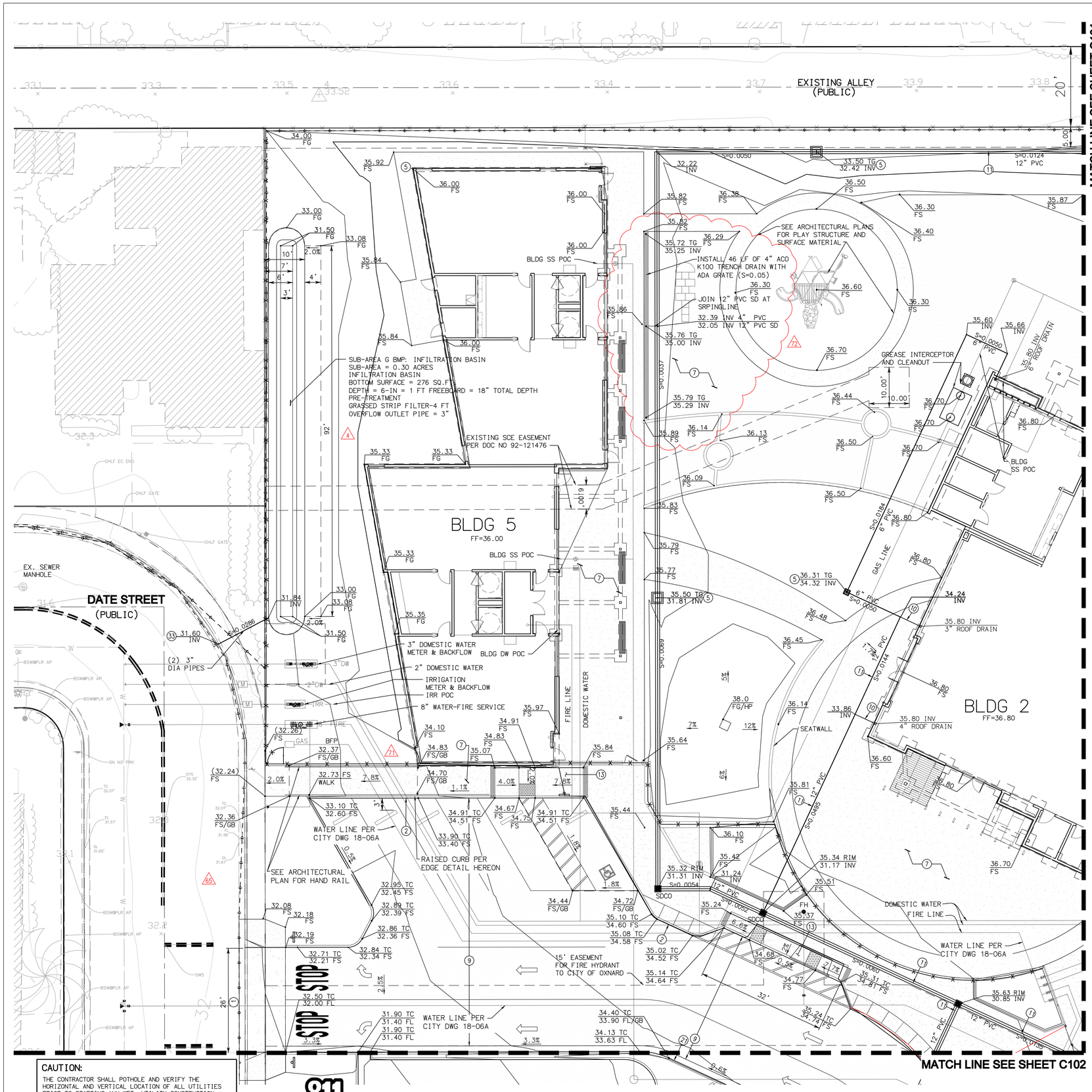
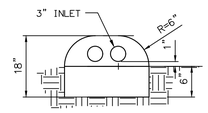
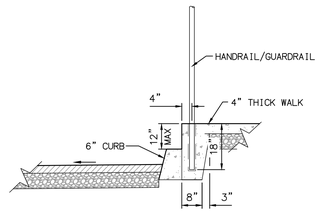


CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
2. CONSTRUCT CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1-6
5. INSTALL 12"X12" ADA ACCESIBLE GRATED INLET; TRAFFIC RATED (H-20)
7. CONSTRUCT DECORATIVE CONCRETE 6" PCC (3500 PSI) OVER 4" PMB REINFORCED WITH #4 BARS AT 24" ON CENTER EACH WAY AT MID SECTION. PATTERN AND COLOR PER ARCHITECTURAL PLANS. SEE A007 FOR EDGE CONDITION DETAILS
9. CONSTRUCT A.C. PAVEMENT: DRIVE AISLE= 4"A.C. OVER 6" A.B. (TI=6, R=35): PARKING STALLS=3" A.C. OVER 4" A.B. (TI=4.5, R=35) FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER
10. INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
11. INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
13. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE B, TYPE 1, MODIFIED PER PLAN. TRUNCATED DOMES SHALL BE CAST-IN-PLACE ARMOUR TILES, MODEL ADA-C-1212, FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C). PRODUCT OR EQUAL
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
32. INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL
33. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON



A PARKWAY DRAIN INLET
N.T.S.



EDGE DETAIL
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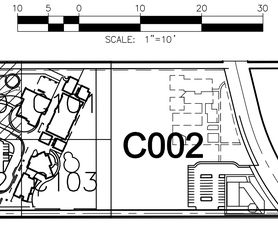

KEYMAP
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IDENTIFICATION STAMP
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FILE NO:
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DATE ___

DELANE ENGINEERING
3111 SANTA MONICA BLVD. SUITE 208
SANTA MONICA, CA 90404
PHONE: 310.343.3171-WWW.DELANEENGINEERING.COM

McKINNA ES
OXNARD SCHOOL DISTRICT
1611 S. J STREET, OCNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU-
DATE	5/7/18
1 ADD 1	4/16/18
2 ADD 2	5/7/18
3 ADD 3	5/31/18
4 CCD012	5/6/19
5 CCD015	8/14/19
6 RFI_350	8/20/19
7 CCD017	11/22/19
7 RFI-438	2/20/20

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMITTAL

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C100

PLOT DATE: 2/20/20 3:01 PM FILE NAME: H:\PROJ01\DATA\01015710\CAD\LAND\DAL\CONSTRUCTION DOCUMENTS\C01\157-CD-C100-RFI-438.DWG

SAVE DATE: 2/17/20 STEVEDOWNS

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 423

Project: McKinna Elementary School Reconstruction

Date: 01-22-20
Discipline: Civil

Subject: Kindergarten Playground Drainage

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100		

QUESTION

Kindergarten playground sits higher than B5, and drains towards the building. Bernard's is concerned that a heavy down pour will cause the water to flow towards the building and potentially pass under the doors.

SUGGESTION

Bernard's recommends adding a trench drain directly east of the concrete walkway, reference page 2.

ANSWER

After investigating the site conditions and drawings, the drawings indicate positive drainage toward the south and north. During the site walk, the engineer did indicate observation of ponding. We acknowledge a degree of latitude should be recognized with regard to construction tolerances and agree a trench drain would provide an extra measure of safeguard from drainage issues in the event of a heavy rain event. The client verbally agreed during a site walk on 1.30.20 to add the drain to assist in mitigating the potential for any drainage concerns that may arise.

See attached revised civil plan.

KG, PED, 02.20.20

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
HPS Mechanical Inc	Jay Buenviaje	2/27/2020

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

REQUEST FOR INFORMATION

RFI No.: 423

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 01-22-20
Discipline: Civil

Subject: Kindergarten Playground Drainage

Response Requested By: 01-27-2020

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100		

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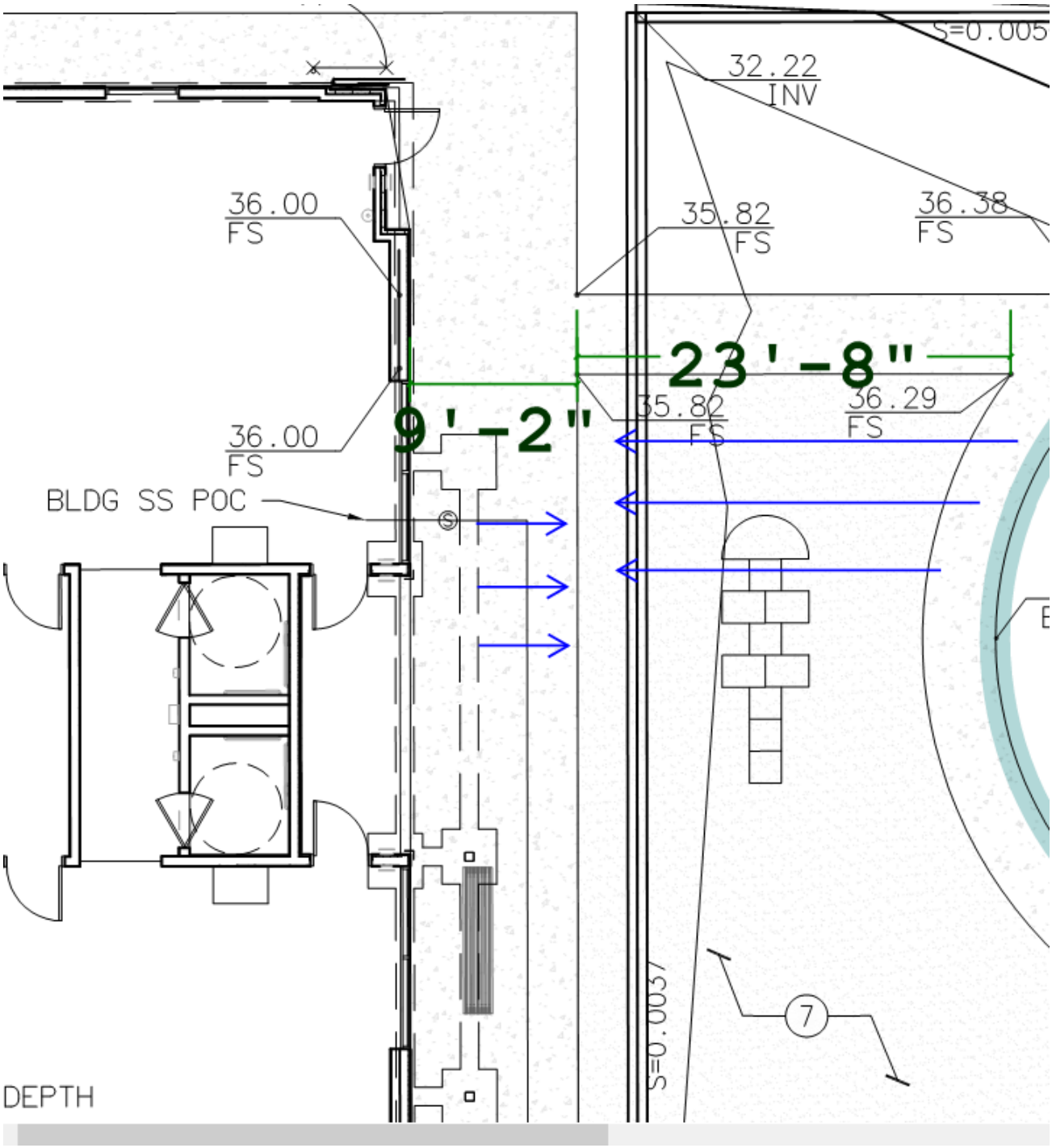
See attached revised civil plan.

Response Provided By:	Name	Company	Date
	Kevin Griendling, AIA	Perkins Eastman	2.20.20

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards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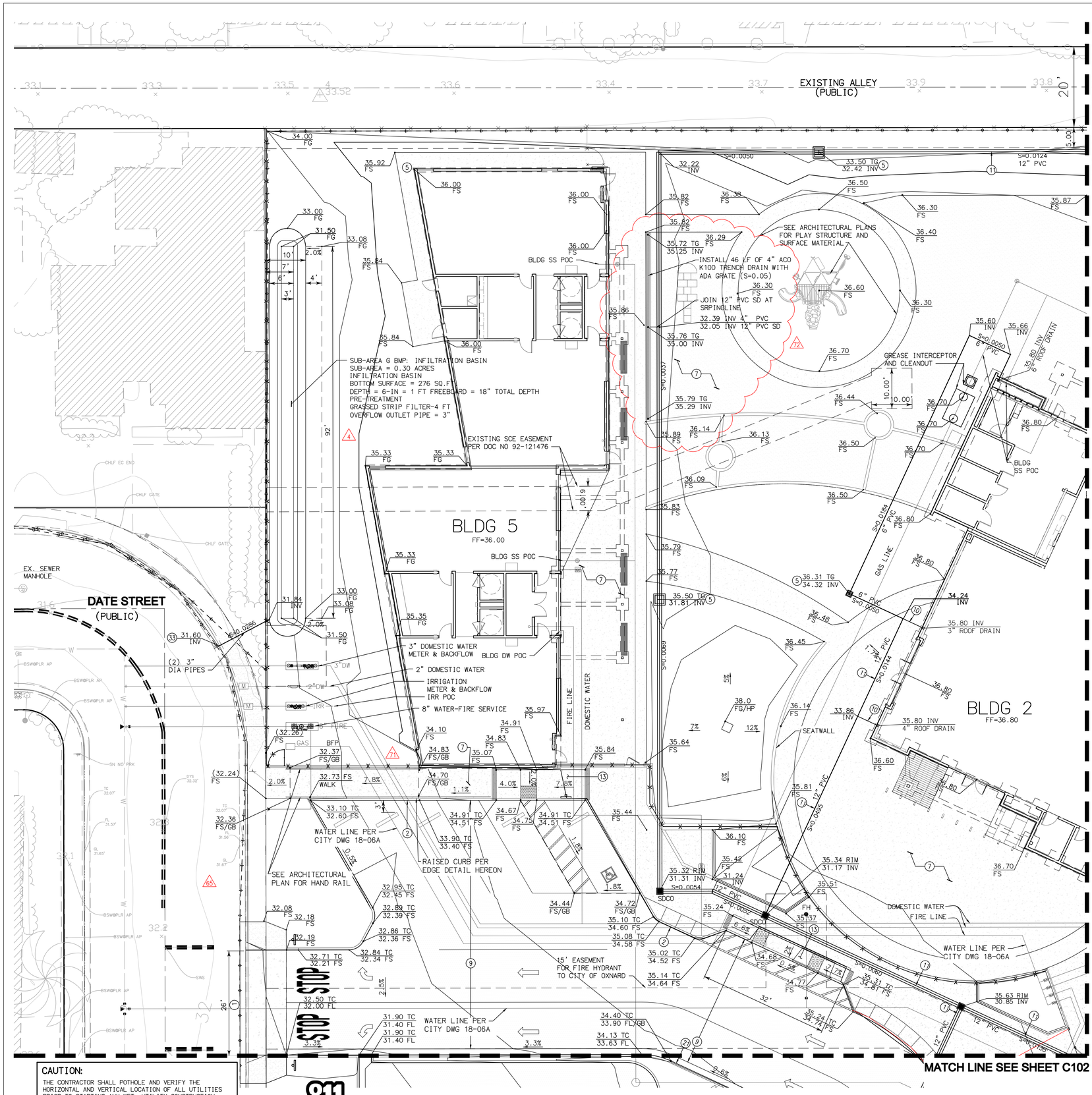
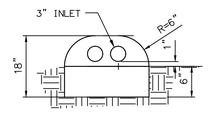


CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
2. CONSTRUCT CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1-6
5. INSTALL 12"X12" ADA ACCESIBLE GRATED INLET; TRAFFIC RATED (H-20)
7. CONSTRUCT DECORATIVE CONCRETE 6" PCC (3500 PSI) OVER 4" PMB REINFORCED WITH #4 BARS AT 24" ON CENTER EACH WAY AT MID SECTION. PATTERN AND COLOR PER ARCHITECTURAL PLANS. SEE A007 FOR EDGE CONDITION DETAILS
9. CONSTRUCT A.C. PAVEMENT: DRIVE AISLE= 4"A.C. OVER 6" A.B. (TI=6, R=35): PARKING STALLS=3" A.C. OVER 4" A.B. (TI=4.5, R=35) FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER
10. INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
11. INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE= SEE PLAN
13. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE B, TYPE 1, MODIFIED PER PLAN. TRUNCATED DOMES SHALL BE CAST-IN-PLACE ARMOUR TILES, MODEL ADA-C-1212, FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C). PRODUCT OR EQUAL
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
32. INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL
33. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON



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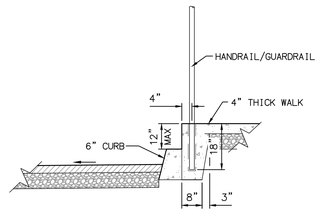

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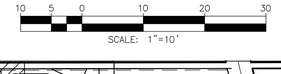

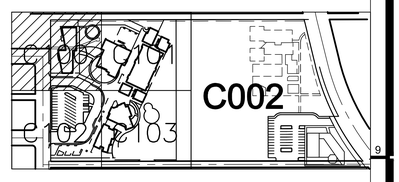

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DSA SUBMITTAL

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SAVE DATE: 2/17/20 STEVEDOWNS

#17-41

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 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 McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 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 **Exhibits A and B** attached hereto and incorporated by reference herein; and

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

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

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

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

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

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

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of 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 **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths ($229,322.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths ($229,322.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs 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.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign ***TBD*** as Project Manager/Superintendent for the Project. So long as ***TBD*** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

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

SECTION 14. PAYMENTS TO CONTRACTOR

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

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

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

SECTION 20. INDEPENDENT CONTRACTOR

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

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters 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
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

By: Rick Fochtman
Title: Executive VP
Date: 6.30.2017

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

#17-41

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the State of California

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths ($229,322.00)**. to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.

B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.

C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.

B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.

C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.

D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

By: Rick Foelt

Title: Excutive Vice President

Date: 6.30.2017

THE DISTRICT:

Oxnard School District,
a California school district

By: Lisa A. Franz

Title: Lisa A. Franz, Director, Purchasing

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** September 2, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Work Authorization Letter #17 ("WAL #17") for Master Agreement #13-131 with Rincon Consultants Inc. to Provide Asbestos and Lead Abatement Monitoring Services for the McKinna Elementary School Reconstruction Project (Penanhoat/Miller/CFW)

According to the Hazardous Materials Survey Report, prepared for subject property by ATC Group Services LLC (ATC) dated September 22, 2017, hazardous materials were identified are present in several building materials throughout the old McKinna campus. During the course of performing demolition work, additional building materials containing hazardous substances were discovered throughout several of the existing buildings. All the newly discovered hazardous materials, which were not included in the original assessment, required abatement and the provision of a hazmat abatement monitoring services. To ensure compliance, Rincon provided the additional monitoring services for the newly discovered hazardous materials. Since time was of the essence, we received prior authorization from the District to proceed with this abatement monitoring work and return to the Board for ratification.

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

Master Agreement #13-131
Work Authorization Letter #17
Consultant: Rincon Consultants Inc.
Date Issued: 9/2/20

FISCAL IMPACT:

Work Authorization Letter #17 to Agreement #13-131 includes Asbestos and Lead Abatement Monitoring Services for Forty-One Thousand Eight Hundred Ninety-Seven Dollars and Zero Cents ($41,897.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Work Authorization Letter #17 to Agreement #13-131 with Rincon Consultants Inc. to provide Asbestos and Lead Abatement Monitoring Services for the McKinna Elementary School Modernization Project.

ADDITIONAL MATERIALS:

Attached: WAL #17 (1 Page)
Proposal (5 Pages)

Master Agreement #13-31, Rincon Consultants Inc. (53 Pages)

WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	**DATE:** 9/2/2020
SITE NAME: McKinna Elementary School	**DSA #** 03-118371
MASTER AGREEMENT #: 13-131	**OPSC #**
WAL #: 17	**VENDOR ID:**

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	Firm Name:	Rincon Consultants Inc.
1051 South A Street	Street:	180 North Ashwood Avenue
Oxnard, CA 93030	City, State, Zip:	Ventura, CA 93003
(805) 385-1501	Phone:	(805)644-4455

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Rincon Consultants Inc. conducted Asbestos and Lead Abatement Monitoring Services for the McKinna Elementary School modernization project, located at 1611 South J Street in Oxnard, California. Several buildings on the subject property were proposed for demolition. According to the Hazardous Materials Survey Report prepared for the subject property by ATC Group Services LLC (ATC), dated September 22, 2017, asbestos-containing materials (ACM) and lead containing materials (LCM) are present in several building materials throughout the campus. The professional consultant provided monitoring and clearance sampling services during the abatement of ACM and LCM at the subject property. Since time was of the essence, the District provided authorization to proceed with these services and return to the Board for ratification upon completion of this work.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 6/5/2020 **COMPLETION DATE:** 7/31/2020

FIXED FEE AMOUNT: Not to Exceed Forty-One Thousand Eight Hundred Ninety-Seven Dollars and Zero Cents ($41,897.00)

This fee amount is based upon Consultant's proposal dated 6/5/2020 *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 supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.

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

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT**
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Mario Mera PREPARED BY: Varun Inapuri

P.O. # P.O. AMOUNT:

SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ■ Master Construct & Implementation Funds

COST ID: 6271

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

June 5, 2020
Project No: 20-09835

Mario Mera, Senior Program Manager – Implementation Services
Oxnard School District c/o Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, CA 93035
Via email: mmera@cfwinc.com

Subject: Proposal to Conduct Asbestos and Lead Abatement Monitoring Services McKinna Elementary School Modernization, 1611 South J Street, Oxnard, California

Dear Mr. Mera:

We are pleased to submit this proposal to conduct Asbestos and Lead Abatement Monitoring Services for the McKinna Elementary School modernization project, located at 1611 South J Street in Oxnard, California. It is our understanding that several buildings on the subject property are proposed for demolition. According to the *Hazardous Materials Survey Report*, prepared for the subject property by ATC Group Services LLC (ATC) dated September 22, 2017, asbestos-containing materials (ACM) and lead-containing services (LCS) are present in several building materials throughout the campus.

The purpose of this proposal is to provide monitoring and clearance sampling services during the abatement of ACM and LCS at the subject property. Rincon obtained the attached proposal from ATC to provide the required services for a duration of up to 25 days. The scope of services and assumptions are detailed in the attached ATC proposal. ATC will coordinate with Caldwell Flores Winters and/or Oxnard School District representatives directly regarding the project schedule, testing results, and reporting.

Schedule and Cost

We are prepared to start this project immediately upon your authorization. ATC will coordinate with Caldwell Flores Winters and/or Oxnard School District representatives directly regarding the project schedule, testing results, and reporting. The project will be billed on a time and materials basis in accordance with the fee schedule provided in the attached ATC proposal plus an additional 15% markup and $325 per month for administrative costs. The cost to provide up to 25 days of monitoring services over a two-month period is approximately **$41,897**.

Authorization

The work described in this proposal will be performed in accordance with our existing as-needed agreement. To authorize this proposal, please provide a written work authorization.

We sincerely appreciate your consideration of Rincon or this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
Rincon Consultants, Inc.

Lisa Bestard
Senior Environmental Scientist

Torin Snyder, PG, CHG
Principal

Attachment

Proposal for Asbestos and Lead Abatement Monitoring, McKinna Elementary School (ATC, 2020)

ATC Group Services LLC
25 Cupania Circle
Monterey Park, CA 91755
Phone 323-517-9780

June 4, 2020

Ms. Lisa Bestard
Senior Environmental Scientist
Sent via email: [lbestard@rinconconsultants.com]

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

RE: Proposal for Asbestos and Lead Abatement Monitoring
McKinna Elementary School
1611 South J Street
Oxnard, California 93033
ATC Proposal No. 20-13869r1

Dear Ms. Bestard:

This proposal has been prepared in response to your Request for Proposal to provide asbestos and lead consulting services for monitoring the removal of asbestos-containing materials (ACMs) and lead-based paint/materials (LBP) at the current McKinna Elementary School property. ATC Group Services LLC (ATC) understands that the Oxnard School District is preparing to demolish most of the older buildings located on the McKinna Elementary School property. The following information will outline ATC's project approach and fees that will be associated with the completion of its service activities.

INTRODUCTION

ATC is a fully disciplined environmental consulting firm specializing in all phases of hazardous materials management. ATC currently maintains a nationwide network of over 100 regional and branch offices and has worked with virtually all levels of local, State and Federal government agencies. Additionally, we have performed a diverse range of services for nationally based commercial, industrial and institutional clientele. ATC has an in-house professional staff of over 1,900 health and safety experts specializing in the fields of ecology, hydrogeology, industrial hygiene, architecture, engineering and various environmental sciences. ATC has a staff of California Certified Asbestos Consultants, Site Surveillance Technicians, and Lead-Related Construction Inspector/Assessors, Lead-Related Construction Sampling Technicians, and Lead-Related Construction Project Monitors which can be utilized on this project.

ATC's on site technicians have received NIOSH 582 training and participate in the American Industrial Hygiene Association (AIHA) Quarterly Proficiency Aptitude Testing (PAT) rounds. Our technicians will provide Phase Contrast Microscopy (PCM) analysis as needed for interior clearances. Only visual clearance will be provided for the abatement of roofing materials.

PROJECT APPROACH

ATC has highly qualified, California certified asbestos and lead consultants and technicians available to perform any surveys, planning, and abatement services. Throughout the duration of the project, the assigned staff

members will comply with current State and Federal environmental regulations affecting the project and will conduct the services outlined below:

SCOPE OF SERVICES

ATC will provide the following Asbestos and Lead Consulting and Monitoring Services:

- Provide technician on site during contractor's work;
- Oversee asbestos and lead abatement activities as a representative of the owner;
- Verify abatement contractor's compliance with applicable rules and regulations, review contractor's pre-work submittals and confirm that all workers on-site have required certifications and documentation;
- Monitor abatement activities including running PCM perimeter air samples and PCM clearance testing;
- Request waste manifests and weight tickets to help verify disposal of waste in accordance with regulations and specifications;
- Conduct visual inspection of the abatement contractor's work;
- Maintain daily observation log and log of all air samples;
- Collect and provide analysis for PCM area air samples;
- Prepare Close Out documents (Job Book) at completion of project.

Client Supplied Items

- Unlimited access to the entire facility;
- Onsite parking for technician.

FEE SCHEDULE – TIME & MATERIALS

Activity	Units	Fee
Principal Consultant	20 hrs. @ $135/hr.	$2,700.00
Project Manager (Job Walk & Oversight)	50 hrs. @ $95/hr.	$4,750.00
Project Hygienist (Report)	8 hrs. @ $95/hr.	$760.00
Technician	240 hrs. @ $85/hr.	$20,400.00
Clerical	5 hrs. @ $60/hr.	$300.00
Lodging	25 @ $140/shift	$3,500.00
Meals	25 @ $35/shift	$875.00
PLM Bulk Samples (RUSH)	27 @ $16/ea.	$432.00
PCM Air Samples (quantity estimated)	100 @ $9/ea.	$900.00
Reimbursable Expenses	25 @ $90/day	$2,250.00
TOTAL (TIME & MATERIALS)		$36,867.00

Rincon Consultants, Inc.
June 4, 2020

Project Schedule

ATC is prepared to initiate field activities, as outlined above for up to 25 shifts of monitoring, upon written authorization. ATC will complete the Closeout Report within 45 days once the project has been completed. The performance period may be extended due to unforeseen conditions such as site access. Verbal results of PCM clearances will be provided daily.

Authorization

ATC appreciates the opportunity to present this proposal and looks forward to working with the Rincon Consultants, Inc. on this project. If this proposal is acceptable to you and you would like ATC to schedule this project, please return the contract for execution via email to stephen.drengson@atcgs.com. If you have any questions regarding this proposal, please contact our office at (323) 517-9780.

Sincerely,
ATC Group Services LLC

Max Quezada
Project Manager
CAC No. 14-5205
LRCIA No. LRC5220
Direct Line +1 323 517 9642
Email: max.quezada@atcgs.com

Stephen Drengson
Principal Consultant
CAC No. 06-3975
LRCPM No. LRC4393
Direct Line +1 323 517 9650
Email: stephen.drengson@atcgs.com

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

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 **Rincon Consultants, Inc.** ("Consultant") with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter ("WAL") which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.

3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F** – **Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.

4. **Agreement, Scope of Work, and Assignment of Projects**. District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the "Services") pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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

5. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A.**

6. **Time for Performance**. The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

7. **Additional Services**. Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.

8. **Compensation and Method of Payment**. This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. **Responsibilities of District.**

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

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

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.

15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

    a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.

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

18. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

    SMS (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.

GK (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.

    SMC (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: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

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

34. **Excusable Delays**. Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

35. **Entire Agreement; Binding Effect**. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

36. **Amendment**. No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

37. **Waiver**. Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

Signature

STEPHEN SVENE, AICP/V.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. **Assignment of Work Authorization**

1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal ("RFP") for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.

1.2. Evaluation of Proposal: District's Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.

1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.

1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter ("WAL") to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.

1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.

1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant's invoice for final payment.

1.7. WAL Form: See next page for sample Work Authorization Letter.

☐ Not Project Related

☑ Project #**13-131**

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	Firm Name:
1051 South A. St.	Street:
Oxnard , CA 93030	City, State, Zip:
(805) 385-1501	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:_____

This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.

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.

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

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

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	**CONSULTANT:**
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: ☐ MEASURE "R" ☐ DEF. MAINT. ☐ DEV. FEES ☐ OTHER:_____	
COST ID:	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	$15,000 - $80,000
Environmental Impact Report	$40,000 - $200,000
Phase I Environmental Site Assessment	$2,500 - $3,200
Preliminary Environmental Assessment	$16,000 - $21,000
Pipeline Study	$3,000 - $5,000
Geotechnical Study	$25,000 - $40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	$ 210/hour
Principal I	$ 180/hour
Senior Supervisor II	$ 160/hour
Supervisor I	$ 145/hour
Senior Staff II	$ 135/hour
Senior Staff I	$ 120/hour
Professional Staff Analyst III	$ 105/hour
Professional Staff Analyst II	$ 95/hour
Professional Staff Analyst I	$ 85/hour
Environmental Technician	$ 60/hour
Environmental Field Aide	$ 55/hour
Senior GIS Specialist	$ 105/hour
GIS Specialist/CAD Specialist	$ 85/hour

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

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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.

☐ Not Project Related

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

☐ Not Project Related

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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.

☐ Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11-20-13

By: LaFranz
Lisa A. Franz
Director, Purchasing

☐ Not Project Related

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

☐ Not Project Related

☑ Project #**13-131**

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

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

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

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

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:

By: STEPHEN SVETE

Its: VICE PRESIDENT

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:
Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. **Project Initiation:**
   a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
      i. Introduction of District staff and consultant's representatives who will perform the work
      ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
      iii. Discussion of preliminary calendar of events
      iv. Discussion of preliminary distribution list for notices and CEQA documents
      v. Discussion of preliminary budget

2. **Calendar of Events:**
   a. The consultant shall provide the District with a proposed calendar of events that show the following:
      i. Date due
      ii. Date complete
      iii. Description of event
      iv. Responsible party
      v. Related documents and activities

3. **DTSC Compliance**:
   a. Coordination & correspondence with DTSC.
   b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
   c. Coordination with DTSC for review of ESA
   d. Completion of a draft PEA work plan to expedite DTSC review process.
   e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
   f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
      i. High Voltage Power Transmission Lines
      ii. Airports
      iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
      iv. Railroads
      v. Pressurized Gas, Gasoline, or Sewer Pipelines
      vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
      vii. Major Roadways
      viii. Tsunami, Flood, and Dam Inundation
      ix. EMF Frequencies

4. **Initial Study/Notice of Preparation/Scoping Meeting:**
   a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
   b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
      i. The Initial Study shall include:
         - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
         - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
   c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
   d. The consultant shall prepare a proposed distribution list for CEQA documents.
   e. The consultant shall facilitate one or more scoping meetings.
   f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

5. **Negative Declaration:**
   a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
   b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. **Mitigated Negatives**
   a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
   b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
   c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. **Environmental Impact Report:**
   a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
      i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
      ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
      iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
      iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.

vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.

vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.

viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.

ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.

x. Noise
- The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
- The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.

xi. Population and Housing
- The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
- The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.

xii. Public Services and Utilities
- The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
- The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
- Growth inducing impacts
- Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
- Unavoidable adverse impacts
- Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.

xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.

xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. **Review of Draft EIR by District Prior to Circulation:**
   a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
   b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

9. **Response to Comments on EIR During Public Review Period:**
   a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
   b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. **Resolution; Findings of Fact; Statement of Overriding Considerations:**
   a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
   b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
   c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
   d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. **Advertisement of Documents and Entering CEQA Documents into Public Records:**
   a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
   b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. **Project Management and Attendance at Progress Meetings:**
   a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
   b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
   c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
   d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. **Progress Reports:**
   a. A progress report shall accompany the monthly invoice that shows the following:
      i. Summary of work completed during the previous month as it relates to the work schedule

ii. Summary of work to be completed during the current month as it relates to the work schedule
iii. Discussion of problem areas or project issues.

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

a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. **Time**
NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.
NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.
NTP + 45 days: Consultant shall submit draft IS/MND report for District review.
NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.
NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.
NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.
Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. **Accuracy Standards**
Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

☐ Not Project Related

☑ Project #**13-131**

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.___: [INSERT PROJECT NAME]

Consultant: Rincon Consultants, Inc. ("Rincon")

Rincon 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 Rincon, 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.

_____

Rincon Consultants, 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 #**13-131**

CONSULTANT/VENDOR PROGRESS BILLING FORM

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

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

SUBCONTRACTOR:	**VENDOR NAME**
PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

STEP 2 STEP 1

BASE CONTRACT BILLING FORM

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

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

☐ Not Project Related

☑ Project #**13-131**

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2013

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

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

PRODUCER

LEGENDS ENVIRONMENTAL INS.SVCS,LLC
2165 N GLASSELL STREET
ORANGE, CA 92865
LICENSE #0C79875

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN SAFETY INDEMNITY COMPANY	A IX
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

RINCON CONSULTANTS, INC.
180 NORTH ASHWOOD AVENUE
VENTURA, CA 93003

COVERAGES **CERTIFICATE NUMBER:** 107184 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	$ 3,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X CONTRACTORS POLL						PERSONAL & ADV INJURY	$ 3,000,000
	X XCU						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X POLICY PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	**UMBRELLA LIAB** OCCUR			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	PROF LIABILITY/ CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
	TRANSPORTATION COV. /CLMS MDE						1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED.

EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:
1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2013

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

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

PRODUCER
TWIW Insurance Services LLC - #0E52073
196 S. Fir Street
PO Box 1388
Ventura CA 93002-1388

CONTACT NAME: Debbie Irwin
PHONE (A/C, No, Ext): (805) 585-6732 FAX (A/C, No): (805) 585-6832
E-MAIL ADDRESS: dirwin@twiw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Golden Eagle Ins Corp.	10836
INSURER B: QBE Ins Corp	39217
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rincon Consultants Inc.
180 N. Ashwood Ave.
Ventura CA 93003

CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA1078780	12/17/2012	12/17/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist BI single	$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EQB0201324	2/1/2013	2/1/2014	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its repective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER

Oxnard School District
1051 South A Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Shore/SHAROS

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COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an "insured contract", or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) the permit has been issued to you.

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2. **COVERAGE EXTENSIONS**

a. **Supplementary Payments.**

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to $500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. **Hired Auto Physical Damage**

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) $50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. **Rental Reimbursement Coverage**

We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension**.

7. **Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. **EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Equipment designed or used for the detection or location of radar.

c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's"operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. **DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

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SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. **Duties In The Event of Accident, Claim, Suit, or Loss**

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

   b. To the extent possible, notice to us should include:

      (1) How, when and where the accident or loss took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to **5.**

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured g.,** but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

   9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

   Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5** or **6** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

   (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

   (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

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c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. **Coverage Extensions**

a. **Supplementary Payments**

In addition to the Limit of Insurance, we will pay for the "insured":

(1) All expenses we incur.

(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. **Out-Of-State Coverage Extensions**

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. **Exclusions**

This insurance does not apply to any of the following:

1. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. **Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. **Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. **Employee Indemnification And Employer's Liability**

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

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5. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. **Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. **Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. **Operations**

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. **Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. **Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

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Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

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4. **Coverage Extensions**

   a. **Transportation Expenses**

   We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

   b. **Loss Of Use Expenses**

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

   However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

   a. **Nuclear Hazard**

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. **War Or Military Action**

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

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Exclusions **4.c.** and **4.d.** do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

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(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. **Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. **Loss Payment – Physical Damage Coverages**

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. **General Conditions**

1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

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d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

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K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
   a. Power cranes, shovels, loaders, diggers or drills; or
   b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
   a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
   b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
   a. Equipment designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning;
   b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
   c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense",

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

EQB0201324 20130201 000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres **Date of Meeting:** September 2, 2020

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Speech Language Pathology for 2020-21 for David Hidalgo (Torres/Bond)

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 David Hidalgo to serve as a Speech Language Pathologist at Brekke Elementary for the 2020-21 school year, while said employee finishes the necessary requirements to apply for a credential.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for David Hidalgo, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres **Date of Meeting:** September 2, 2020

Agenda Section: Section D: Action Items

Approval of Resolution #20-08 to Reduce Classified Positions (Torres/Bond)

On April 1, 2020, the Board approved Resolution #19-29 to Eliminate/Reduce Classified Positions. The aforementioned resolution did not include the necessary information needed to complete the action of reducing assigned hours to certain positions, as presented. Position numbers have been added to this resolution to identify the specific positions affected to allow the District to move forward with this process.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution #20-08 to Reduce Classified Positions, as presented.

ADDITIONAL MATERIALS:

Attached: Resolution #20-08 (three pages)
Resolution 19-29 (three pages)

BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT
RESOLUTION No. 20-08

RESOLUTION TO REDUCE CLASSIFIED POSITIONS

WHEREAS, the Board of Trustees has considered the Oxnard School District's (District) budget, expenses, and projected staffing needs for the classified service for the 2020-2021 school year; and

WHEREAS, due to a lack of work and/or a lack of funds, the Board of Trustees has determined that certain classified services now being provided by the District must be reduced; and

WHEREAS, Education Code Sections 45101, 45114, 45117, 45298, and 45308 authorize the District to lay off classified employees for lack of work and/or lack of funds, upon 60 days' notice; and

WHEREAS, the District engaged in negotiations with the Classified School Employees Association, Chapter 272 (CSEA), regarding the reduction in hours positions in the classified service;

NOW, THEREFORE BE IT RESOLVED that, subject to completion of negotiations with CSEA, as of November 4, 2020, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the assigned hours for certain positions within the following classifications:

Classification	Position Number	Current Hours	2020-2021 Hours
Campus Assistant	2978	2.75000	2.25000
Campus Assistant	3033	4.25000	4.16700
Campus Assistant	9769	4.50000	2.50000
Campus Assistant	3024	4.50000	4.00000
Campus Assistant	3025	4.50000	4.00000
Campus Assistant	3043	4.50000	4.00000
Campus Assistant	3040	4.67000	4.00000
Campus Assistant	3066	4.75000	4.16700
Campus Assistant	3031	4.75000	4.50000
Campus Assistant	2989	5.00000	4.00000
Campus Assistant	3044	5.00000	4.25000
Campus Assistant	3030	5.00000	4.50000
Campus Assistant	3032	5.00000	4.50000
Campus Assistant	3038	5.00000	4.50000
Campus Assistant	3039	5.00000	4.50000
Campus Assistant	6514	5.00000	4.50000
Campus Assistant	9145	5.00000	4.50000

Classification	Position Number	Current Hours	2020-2021 Hours
Campus Assistant	2966	5.25000	5.00000
Campus Assistant	3064	5.50000	4.50000
Campus Assistant	2975	5.50000	5.00000
Campus Assistant	3125	5.50000	5.00000
Campus Assistant	2958	5.50000	5.25000
Campus Assistant	2965	5.50000	5.25000
Campus Assistant	2985	5.50000	5.25000
Campus Assistant	2986	5.50000	5.25000
Campus Assistant	2987	5.50000	5.25000
Campus Assistant	3067	5.50000	5.25000
Campus Assistant	3120	5.50000	5.25000
Campus Assistant	7826	5.50000	5.25000
Campus Assistant	7827	5.50000	5.25000
Campus Assistant	3065	5.75000	4.75000
Campus Assistant	6548	5.75000	5.00000
Campus Assistant	2977	5.75000	5.25000
Campus Assistant	2988	5.75000	5.25000
Campus Assistant	3046	5.75000	5.25000
Campus Assistant	3063	5.75000	5.25000
Campus Assistant	6544	5.75000	5.25000
Campus Assistant	7150	5.75000	5.25000
Campus Assistant	2996	5.75000	5.50000
Campus Assistant	2997	5.75000	5.50000
Campus Assistant	2998	5.75000	5.50000
Campus Assistant	3006	5.75000	5.50000
Campus Assistant	3059	5.75000	5.50000
Campus Assistant	6545	5.75000	5.50000
Campus Assistant	6546	5.75000	5.50000
Campus Assistant	7397	5.75000	5.50000
Campus Assistant	3001	5.75000	4.00000
Campus Assistant	3055	5.75000	4.50000
Campus Assistant	3048	4.50000	4.00000
Campus Assistant	3053	4.50000	4.00000
Campus Assistant	6505	4.50000	4.00000
Campus Assistant	3034	4.50000	4.16700
Campus Assistant	3107	3.50000	2.00000
Campus Assistant	3023	4.75000	4.00000
Campus Assistant	3061	5.00000	4.00000
Campus Assistant	3045	5.00000	4.25000
Campus Assistant	3073	5.00000	4.25000
Campus Assistant	3080	5.00000	4.25000
Campus Assistant	6724	5.00000	4.25000
Campus Assistant	7151	5.00000	4.25000

BE IT FURTHER RESOLVED, that the District Superintendent is authorized and directed to take such actions necessary and required by law to effectuate the intent of this resolution, assuring that each employee affected by the above referenced reductions be afforded his or her displacement rights into classifications and/or assignments for which he or she has seniority; and

BE IT FURTHER RESOLVED that the District Superintendent shall provide written notice of the reduction in hours and/or displacement rights to the affected classified employees on or before **September 4, 2020**, and in no case less than 60 days prior to the effective date of the reduction in hours.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 2nd day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District

Debra M. Cordes
Clerk, Board of Trustees
Oxnard School District

BEFORE THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT
RESOLUTION No. 19-29

RESOLUTION TO ELIMINATE/REDUCE CLASSIFIED POSITIONS

WHEREAS, the Board of Trustees has considered the Oxnard School District's (District) budget, expenses, and projected staffing needs for the classified service for the 2020-2021 school year; and

WHEREAS, due to a lack of work and/or a lack of funds, the Board of Trustees has determined that certain classified services now being provided by the District must be reduced and/or eliminated; and

WHEREAS, Education Code Sections 45101, 45114, 45117, 45298, and 45308 authorize the District to lay off classified employees for lack of work and/or lack of funds, upon 60 days' notice; and

WHEREAS, the District will be engaging in negotiations with the Classified School Employees Association, Chapter 272 (CSEA), regarding the reduction in hours and/or work year for certain positions in the classified service;

NOW, THEREFORE BE IT RESOLVED that as of **June 30, 2020**, and in no case less than 60 days from the date that affected employees receive notice of the layoff, the District shall eliminate or reduce positions within the following classifications:

Classification	Total Positions
Warehouse Worker/Delivery Driver – 4.5 Hours	1
Instructional Materials Warehouse Attendant/Driver – 8 Hours	1
Intermediate School Secretary – 8 Hours	7
Outreach Specialist (Site) – 7 Hours	13
Outreach Specialist (Site) – 8 Hours	7
Outreach Specialist (District) – 8 Hours	1
Custodian – 4 Hours	4
Custodian – 8 Hours	2
Office Assistant II (Site) – 8 Hours	11
Office Assistant II (District) – 8 Hours	1
Office Assistant II (Site) – 7 Hours	5
Office Assistant II (Site) – 6 Hours	6
Office Assistant II (Site) – 5.75 Hours	1
Office Assistant II (Site) – 2 Hours	1
Administrative Assistant – 8 Hours	1
Site Technology Technician – 7 Hours	20
Site Technology Technician – 5 Hours Per Week	1
Public Information Officer – Management	1
Campus Assistant – 2 Hours	1
Campus Assistant – 3.25 Hours	1
Carpenter – 8 Hours	1
Electrician – 8 Hours	1
Secretary – 8 Hours (District)	1

BE IT FURTHER RESOLVED that, subject to completion of negotiations with CSEA, as of **June 30, 2020**, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the assigned hours for certain positions within the following classifications:

Classification	Number of Positions Effected	Current Hours	2020-2021 Hours
TK/K Paraeducator I	2	3.197-hours	3.00-hours
Campus Assistant	1	2.75-hours	2.25-hours
Campus Assistant	1	4.25-hours	4.16-hours
Campus Assistant	1	4.50-hours	2.50-hours
Campus Assistant	1	5.75-hours	5.50-hours
Campus Assistant	1	4.75-hours	4.16-hours
Campus Assistant	1	5.50-hours	4.50-hours
Campus Assistant	2	5.50-hours	5.00-hours
Campus Assistant	2	5.75-hours	5.25-hours
Campus Assistant	3	5.75-hours	5.50-hours
Campus Assistant	4	5.75-hours	5.25-hours
Campus Assistant	1	5.00-hours	4.00-hours
Campus Assistant	1	5.00-hours	4.25-hours
Campus Assistant	3	4.50-hours	4.00-hours
Campus Assistant	7	5.50-hours	5.25-hours
Campus Assistant	1	4.67-hour	4.00-hours
Campus Assistant	6	5.00-hours	4.50-hours
Campus Assistant	2	5.50-hours	5.25-hours
Campus Assistant	1	3.50-hours	4.00-hours
Campus Assistant	1	4.75-hours	4.50-hours
Campus Assistant	1	5.75-hours	5.00-hours
Campus Assistant	1	5.25-hours	5.00-hours
Campus Assistant	1	5.75-hours	4.74-hours

BE IT FURTHER RESOLVED that, subject to completion of negotiations with CSEA, as of **June 30, 2020**, and in no case less than 60 days from the date that affected employees receive notice of the reduction, the District shall reduce the work year for all positions within the following classification:

Classification	Number of Positions Effected	Current Work Year	2020-2021 Work Year
Child Nutrition Cafeteria Coordinator	21	189 Days	187 Days
Accounting Specialist III	1	12 Months	10 Months

BE IT FURTHER RESOLVED, that the District Superintendent is authorized and directed to take such actions necessary and required by law to effectuate the intent of this resolution, assuring that each employee affected by the above referenced reductions be afforded his or her displacement rights into classifications and/or assignments for which he or she has seniority; and

BE IT FURTHER RESOLVED that the District Superintendent shall provide written notice of layoff, reduction in hours or work year, and/or displacement rights to the affected classified employees on or before **May 1, 2020**, and in no case less than 60 days prior to the effective date of the layoff or reduction in hours or work year.

PASSED AND ADOPTED by the Governing Board of the Oxnard School District this 1st day of April 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** September 2, 2020

Agenda Section: Section F: Board Policies, First Reading

First Reading - Revisions to Board Policy and Exhibit 5145.6 Parental Notification (DeGenna)

The items in the BP and Exhibit are directly in line with CSBA recommendations. Language was added and deleted to the BP and Exhibit 5145.6 Parental Notification to align with the district's practices.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees receive the revisions to the Board Policy and Exhibit as outlined above. This item will be brought back for second reading and approval at the September 16, 2020 Board meeting.

ADDITIONAL MATERIALS:

Attached: Revised BP 5145.6 Parental Notification (5 pages)
Revised E 5145.6 Parental Notifications (16 pages)

PARENTAL NOTIFICATIONS

~~The Board of Trustees recognizes that notifications are essential to effective communication between the school and the home~~. *The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians*. The Superintendent or designee shall send students and parents/guardians all notifications required by law, including notifications about their legal rights, and any other notifications he/she believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

~~The Superintendent or designee shall ensure that notifications which must be sent at the beginning of each academic year include a request that the parent/guardian sign the notice and return it to the school. (Education Code 48981, 48982)~~

~~Notifications to parents/guardians shall be written both in English and in the family's primary language when so required by law. Whenever an employee learns that a student's parent/guardian is for any reason unable to understand the district's printed notifications, the principal or designee shall work with the parent/guardian to establish other appropriate means of communication.~~

~~*(cf. 6174 - Education for English Language Learners)*~~

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless his/her parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

PARENTAL NOTIFICATIONS (continued)

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, he/she shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication

Legal Reference:

EDUCATION CODE
221.5 Prohibited sex discrimination
231.5 Sexual harassment policy
262.3 Appeals; information re: availability of civil remedies
310 Structured English Immersion Program
17288 Pupils: school buildings
17612 Notification of pesticide use
32255-32255.6 Right to refuse harmful or destructive use of animals
32390 Fingerprint program; contracts; funding; consent of parent/guardian
35178.4 Notice of accreditation status
35183 School dress codes; uniforms
35186 Complaints concerning deficiencies in instructional materials and facilities
35256 School accountability report card
35291 Rules
37616 Consultation
39831.5 School bus rider rules and information
44808.5 Permission to leave school grounds
46010.1 Notice re: excuse to obtain confidential medical services
46014 Regulations regarding absences for religious purposes
46600-46611 Interdistrict attendance agreements especially:
46601 Failure to approve interdistrict attendance
48000 Minimum age of admission
48070.5 Promotion or retention of students
48205 Absence for personal reasons
48206.3 Pupils with temporary disabilities; individual instruction; definitions
48207 Pupils with temporary disabilities in hospitals outside of school district
48208 Students with temporary disabilities in qualifying hospitals
48216 Immunization
48260.5 Notice to parent re truancy
48263 Referral to SARB or probation department
48432.5 Involuntary transfers of pupils
48904 Liability of parent/guardian for willful pupil misconduct
48904.3 Withholding grades, diplomas, or transcripts
48906 Notification of release of pupil to peace officer

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

48911 Notification in case of suspension
48912 Closed sessions; consideration of suspension
48915.1 Expelled individuals: enrollment in another district
48916 Readmission procedures
48918 Rules governing expulsion procedures
48980 Required notification at beginning of term
48980.3 Notification of pesticide use
48981 Time and means of notification

EDUCATION CODE (continued)
48982 Signature; return to school; effect of signature
48983 Contents of notice
48984 Activities prohibited unless notice given
48985 Notices to parents in language other than English
48987 Child abuse information
49063 Notification of parents of their rights
49067 Regulations regarding pupil's achievement
49068 Transfer of permanent enrollment and scholarship record
49069 Absolute right to access
49070 Challenging content of records
49073 Release of directory information
49076 Access to student records
49077 Access to information concerning a student in compliance with court order
49091.14 Prospectus
49302 Parental consent
49332 Notifications of retention of object by school personnel; release
49403 Cooperation in control of communicable disease and immunization
49423 Administration of prescribed medication for pupil
49451 Physical examinations: parent's refusal to consent
49452.5 Screening for scoliosis
49452.7 Information on type 2 diabetes
49456 Report to parent
49472 Medical and hospital services for pupils
49480 Continuing medication regimen for nonepisodic conditions
49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
51229 Course of study for grades 7-12
51513 Personal beliefs
51938 Right of parent/guardian notice HIV/AIDS and sexual health instruction
52164.1 Census-taking methods; determination of primary language; assessment of language skills
52164.3 Notice of reassessment of language skills
52173 Consultation with parents or guardians; notice to parents or guardians; withdrawal of pupil
52244 Advanced Placement Program
54444.2 Migrant education programs; parent involvement
56301 Child-find system; policies re: written notification rights
56321 Special education: proposed assessment plan
56321.5-56321.6 Notice of parent rights pertaining to special education
56329 Written notice of right to findings; independent assessment
56341 Individualized education program team
56341.1 Development of individualized education program; right to audio record meeting
56341.5 Individualized education program team meetings

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

<u>EDUCATION CODE</u> (continued)
56343.5 IEP meetings
56346 Parental notice and consent to special education program
58501 Alternative schools: notice required prior to establishment
60641 Standardized Testing and Reporting Program
60850 High School Exit Examination
66204 Certification of high school courses as meeting university admission criteria
<u>HEALTH AND SAFETY CODE</u>
1596.857 Right to enter child care facility
120365 Immunizations
120370 Immunizations
120375 Immunizations
120440 Sharing immunization information
124085 Certificate of receipt; health screening and evaluation services; waiver by parent/guardian
124100 School districts and private schools; information to parents
<u>PENAL CODE</u>
627.5 Hearing request following denial or revocation of registration
<u>WELFARE AND INSTITUTIONS CODE</u>
18976.5 Parental notice; right of refusal to participate
<u>CODE OF REGULATIONS, TITLE 5</u>
863 Standardized Testing and Reporting Program
3052 Behavioral intervention
3831 General standards (Gifted and Talented Program)
4622 Notice requirements and recipients
4631 Responsibilities of the local agency
11303 Reclassification of English language learners
11309 Parental exception waivers
11523 Notice of proficiency examinations
18066 Policies and procedures absences for child care
<u>UNITED STATES CODE, TITLE 20</u>
1232g Family Educational and Privacy Rights Act
1415 Procedural safeguards
1681-1688 Title IX, discrimination based on sex or blindness
6311 State plans
6312 Local education agency plans
6316 Academic assessment and local education agency school improvement
6318 Parental involvement
7908 Armed forces recruiter access to students
<u>UNITED STATES CODE, TITLE 42</u>
2000d -2000d-7, Title VI, Civil Rights Act of 1964

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34
99.7 Student records, annual notification
99.34 Student records, disclosure to other educational agencies
104.36 Procedural safeguards
106.9 Dissemination of policy, nondiscrimination on basis of sex
300.345 Parent participation
300.502 Independent educational evaluation
300.503 Prior written notice
300.505 Parental consent
300.507 Parent notice due process hearing
300.523 Manifestation determination review
CODE OF FEDERAL REGULATIONS, TITLE 40
763.84 Asbestos inspections, response actions and post-response actions
763.93 Asbestos management plans

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act ~~of 2014 (SB 852, Ch. 25, Statues of 2014)~~ *2017 (AB 97, Ch. 14, Statutes of 2017)* extends the suspension of these requirements through the ~~2014-15~~ *2017-18* fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	*Education Code 234.7*	*BP 0410*	*Right to a free public education regardless of immigration status or religious beliefs*
Beginning of each school year	*Education Code 310*	*BP 6142.2* *AR 6174*	*Information on the district's language acquisition programs*
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	*Education Code 44050*	*BP 4119.21* *4219.21* *4319.21*	*Code of conduct addressing employee interactions with students*
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	*Education Code 48929, 48980*	*BP 5116.2*	*District policy authorizing transfer*
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
~~Beginning of each school year, if any district school has been identified for program improvement or corrective action~~	~~20 USC 6316~~	~~AR 0520.2~~	~~Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers~~
Beginning of each school year	*34 CFR 104.8, 106.9*	*BP 0410* *BP 6178*	*Nondiscrimination*
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
Beginning of each school year	*USDA SP-23-2017*	*AR 3551*	*District policy on meal payments*

PARENTAL NOTIFICATIONS (continued)

II. At Specific Times During the Student's Academic Career

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	*Education Code 310*	*BP 6142.2* *AR 6174*	*Information on the district's language acquisition programs*
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
~~Beginning of each school year for high school students, if high school is open campus~~	~~Education Code 44808.5, 48980~~	~~AR 5112.5~~	~~Open campus~~
~~Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement~~	~~Education Code 48980, 51225.3~~	~~AR 6146.1~~	~~How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria~~
~~Beginning of each school year, for high school students~~	~~Education Code 48980, 52244~~	~~AR 6141.5~~	~~Availability of state funds to cover costs of advanced placement exam fees~~
~~Beginning of school year in grades 9-12 and when high school student transfers into the district~~	~~Education Code 48980, 60850~~	~~AR 6162.52~~	~~Requirement to pass the high school exit exam including: date of exam, requirements for passing, consequences of not passing, and that passing is a condition of graduation~~
Upon a student's enrollment	*Education Code 49063*	*AR 5125* *AR 5125.3*	*Specified rights related to student records*

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
In the event of a breach of security of district records, to affected persons	*Civil Code 1798.29*	*BP 3580*	*Types of records affected, date of breach, description of incident, contact information for credit reporting agencies*
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	*Education Code 8483*	*AR 5148.2*	*Right to priority enrollment; how to request priority enrollment*
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	*Education Code 33479.3*	*AR 6145.2*	*Information on sudden cardiac arrest*
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	Education Code 48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Within 60 days of receiving application for transfer out of open enrollment school	Education Code 48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	*Education Code 48929, 48980*	*BP 5116.2*	*Right to request a meeting with principal or designee*
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

Education or When to Notify	Board Policy/ Other Legal Code	Administrative Regulation #	Subject
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	*Education Code 49557.5*	*AR 3551*	*Negative balance in meal account; encouragement to apply for free or reduced-price meals*
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
~~Within 30 days of foster youth, homeless youth, former juvenile court school student, or child of military family being transferred between high schools~~	~~Education Code 51225.1~~	~~BP 6146.1~~ ~~AR 6173~~ ~~AR 6173.1~~ ~~AR 6173.3~~	~~Exemption from local graduation requirements, effect on college admission, option for fifth year of high school~~

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

Education or When to Notify	Board Policy/ Other Legal Code	Administrative Regulation #	Subject
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

Education or When to Notify	Board Policy/ Other Legal Code	Administrative Regulation #	Subject
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	*5 CCR 18094, 18118*	*AR 5148 AR 5148.3*	*Approval or denial of services*
Upon recertification or update of application for child care or preschool services	*5 CCR 18095, 18119*	*AR 5148 AR 5148.3*	*Any change in service, such as in fees, amount of service, termination of service*
Upon child's enrollment in child care program	*5 CCR 18114*	*AR 5148*	*Policy on fee collection*
When payment of child care fees is seven days late	*5 CCR 18114*	*AR 5148*	*Notice of delinquent fees*
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress, to parents/guardians of English learners	20 USC 6312	AR 0520.2	Notice of failure to make adequate yearly progress

PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
~~When school identified for Program improvement or Corrective action~~	~~20 USC 6316~~	~~AR 0520.2, AR 5116.1~~	~~Explanation of identification, reasons, how problem will be addressed, how parents/ guardian can become involved, transfer option, availability of supplemental services~~
~~When district identified for program improvement~~	~~20 USC 6316~~	~~AR 0520.3~~	~~Explanation of status, reasons for identification, how parents/ guardians can participate in upgrading district~~
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
~~For districts receiving Title III funds, within 30 days of the release of state Title III accountability report~~	~~20 USC 7012~~	~~AR 6174~~	~~Notification of any failure to make progress on state's annual measurable achievement objectives for English learners~~
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	*USDA FNS Instruction 113-1*	*BP 3555*	*Rights and responsibilities, nondiscrimination policy, complaint procedures*

PARENTAL NOTIFICATIONS (continued)

IV. Special Education Notices

Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints re: sufficiency of instructional materials, teacher vacancy or misassignment, maintenance of facilities