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. Edd Bond
Interim Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA
REGULAR BOARD MEETING
Wednesday, August 19, 2020

6:00 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: 995 1536 2413

***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 (6:00 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. Karling Aguilera-Fort 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 Board President, Monica Madrigal Lopez.

A.4. Adoption of Agenda (Superintendent)
Moved:
Seconded:
Vote:

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

A.5. Report - "Respect of Indigenous Peoples" Resolution No. 11-33 (Aguilera-Fort)
The Board will receive a report on the status of the "Respect of Indigenous Peoples" Resolution No. 11-33

A.6. Introduction of Newly Appointed Oxnard School District Administrators (Dr. Aguilera-Fort)
Introduction of Newly Appointed Oxnard School District Administrators:

- Dr. Victor Torres, Assistant Superintendent, Human Resources
- Catherine Muthukaruppa, Elementary Principal

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 Legar Counsel - Potential Litigation:
   Conference with Legal Counsel - Existing Litigation: 1 case

   - Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
   Conference with Labor Negotiator:
   Agency Negotiators: OSD 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.

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 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:

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

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. Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)
Following this public hearing, it is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2020-21 school year and any additional years as may be mutually agreed upon by the parties.

B.3. Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)
Following this public hearing, it is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2020-21 school year and any additional years as may be mutually agreed upon by the parties.

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

C.2. Ratification of the District's Submission of the 2020-21 Consolidated Application for Funding (Penanhoat/Crandall Plasencia)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2020-2021 Consolidated Application for Funding. The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute categorical

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

funds from various federal programs to school districts throughout California. Submission of application makes the district eligible for federal categorical funds for the 2020-21 fiscal year.

C.3. Approval of Notice to Set Public Hearing for the Learning Continuity and Attendance Plan (LCAP) for 2020-21 (DeGenna)
It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve setting the date of September 2nd, 2020 for a Public Hearing to inform/discuss the Learning Continuity and Attendance. This Public Hearing is being held in compliance with Education Code 52064.1. In accordance with State law, Notice of Public Hearing will be posted on September 3, 2020.

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

C.4. Approval of Agreement #20-45 - Ventura County Office of Education/SELPA (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-45 with Ventura County Office of Education/SELPA that will provide services to the Pupil Services Department during the 2020-2021 school year in the amount not to exceed $17,280.00 to be paid out of Special Education Funds.

C.5. Approval of Agreement #20-46 - Ventura County Office of Education/SELPA (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-46 with Ventura County Office of Education/SELPA. Ventura County Office of Education/SELPA Social/Emotional Services Specialists will provide services to the Special Education Services Department during the 2020-2021 school year in the amount not to exceed: $224,640.00 to be paid out from Special Education Funds.

C.6. Approval of Agreement #20-47 - Diane Turini-Mize, LMFT, SEP (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-47 with Diane Turini-Mize. Diane Turini-Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning from August 20, 2020 through June 30, 2021, in the amount not to exceed $92,000.00 to be paid out of MAA Funds.

C.7. Approval of Agreement #20-53 – Auditory Processing Center of Pasadena (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-53 with Auditory Processing Center of Pasadena. Dr. Beatrice Braun, Educational Audiologist from Auditory Processing Center of Pasadena, will provide (central) auditory processing evaluations for the Special Education Services Department during the 2020-2021 academic year, in the amount not to exceed $5,000.00 (per attached proposal/rate sheet) paid out of Special Education Funds.

C.8. Approval of Agreement #20-54 – Tawanda L. Pullen, Ph.D. (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-54 with Tawanda L. Pullen, Ph.D. She will provide Independent Education Evaluator Services for the Special Education Services Department during the 2020-2021

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

academic year to complete psychoeducational evaluations this school year, in the amount of $9,000.00 to be paid out of Special Education Funds.

C.9. Approval of Agreement #20-55, STAR of Ca, ERA ED (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational services that the Board of Trustees approve Agreement #20-55 with STAR of CA/ ERA ED. to provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified students during the 2020-2021 academic year, in the amount not to exceed $1,500,000.00, to be paid out of Special Education Funds.

C.10. Approval of Agreement #20-56 – Therapy Travelers (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-56 with Therapy Travelers to provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis, in the amount not to exceed $580,000.00, per the hourly 2020-21 rate sheet, to be paid out of Special Education Funds.

C.11. Approval of Agreement #20-57, PDAP of Ventura County Inc. (DeGenna/Ridge)
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-57 with PDAP of Ventura County Inc. that will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District during the 2020-2021 school year, in the amount not to exceed $30,000.00, to be paid out of Title 1 Funds.

C.12. Approval of Agreement #20-58 – Jordan Witt Ph.D. Inc. (DeGenna/Edwards)
Dr. Jordan Witt will provide Independent Education Evaluator Services to the Special Education Department during the 2020-2021 academic year. It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-58 with Jordan Witt Ph.D. Inc. Amount not to exceed $20,000.00 to be paid out of Special Education Funds.

C.13. Approval of Agreement #20-60 – CompHealth Medical Staffing (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-60 with CompHealth Medical Staffing to provide temporary service to Oxnard School District students consistent with the student's Individualized Education Program (IEP), which may include direct and consultative services as needed for the positions listed, in the amount not to exceed $140,000.00 to be paid out of Special Education Funds.

C.14. Approval of Agreement #20-61 – Maxim Healthcare Services Inc. (DeGenna/Edwards)
It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-61 with Maxim Healthcare Services Inc. to provide supplemental staffing to the Special Education Services Department on an "as needed" basis, in the amount not to exceed $188,000.00 to be paid out of Special Education Funds.

C.15. Approval of Agreement #20-63 – 3 Chords Inc. dba/TherapyTravelers (DeGenna/Edwards)

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 Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-63 with 3 Chords Inc. dba/TherapyTravelers to provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis, in the amount not to exceed $580,000.00, per the hourly 2020-21 rate sheet to be paid out of the Special Education Funds.

C.16. Approval of Agreement #20-64 – Cynthia Z. Hansen (DeGenna/Edwards)
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-64 with Cynthia Z. Hansen to provide educational therapy and language support services, as well as serve as an Independent Education Evaluator for the Special Education Services Department during the 2020-2021 fiscal year, in the amount not to exceed $5,000.00 (per attached rate sheet) to be paid out of Special Education Funds.

C.17. Approval of Contractor Contingency Allocation No. 016 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (Penanhoat/Miller/CFW)
It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 016 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project. CCA No. 016 consists of various proposals relating to the McKinna Reconstruction Project. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 016 the remaining balance of Contractor Contingency will be Three Hundred Nine Dollars and Twenty-Six Cents ($309.26).

C.18. Consideration of Employment Agreement: Assistant Superintendent, Human Resources and Support Services– Dr. Victor Torres (Dr. Aguilera-Fort)
At the last board meeting, the board of trustees appointed Dr. Victor Torres to the Position of Assistant Superintendent, Human Resources and Support Services. It is the recommendation of the Superintendent that the Board of Trustees approve the employment Agreement for Dr. Torres to begin in the position on August 31, 2020.

C.19. Consideration of Amendment #1 to Employment Agreement: Superintendent, Dr. Karling Aguilera-Fort (Madrigal-Lopez)
Having completed the annual evaluation process for the Superintendent, the Board seeks to amend the employment agreement of the Superintendent to extend the term by one additional year. It is recommended that the Board approve Amendment #1, this board item is for the review and approval of the extension of employment agreement for Dr. Aguilera-Fort as Superintendent.

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

C.20. Ratification of Amendment #2 to Agreement #19-65 with Children's Therapy Network (DeGenna/Edwards)

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 Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #2 to Agreement #19-65 with Children's Therapy Network to provide supplemental staffing services to support private school students for the 2019-2020 school year, the amount of $3,200.00, is required to adjust the final total through the end of the 2019-2020 fiscal year, for a new total agreement amount of $18,200.00.

C.21. Ratification of Change Order No. 010 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 #010 for Master Agreement #17-41 with Bernards for added work needed to move the SDC Severe/Flex Room from second floor Room 441 to first and the relocation of the data room, in the amount of Thirty Thousand One Hundred Twenty-Three Dollars and No Cents ($30,123.00) 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.22. Ratification of Change Order No. 011 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 #011 for Master Agreement #17-41 with Bernards to address various electrical revisions, in the amount of Fifty-Nine Thousand Three Hundred Fifty-Eight Dollars and No Cents ($59,358.00) 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.23. Ratification of Change Order No. 012 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 #012 for Master Agreement #17-41 with Bernards to address added scope of work that was directed by the City of Oxnard as part of the B-Permit approval process, in the amount of One Hundred Four Thousand One Hundred Twenty-Two Dollars and No Cents ($104,122.00) 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.24. Ratification of Change Order No. 013 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 #013 for Master Agreement #17-41 with Bernards to address the procurement and installation of two (2) new electronic marquees, in the amount of One Hundred Forty-Two Thousand Three Hundred Ninety-Seven Dollars and No Cents ($142,397.00) 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.25. Ratification of Amendment #2 to Agreement #19-34 – Therapy Travelers (DeGenna/Edwards)

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 Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-24 with Therapy Travelers to provide supplemental staffing to the Oxnard School District on an "as needed" basis, in the amount not to exceed $5,000.00, per the hourly 2019-20 rate sheet to be paid out of Special Education Funds.

C.26. Ratification of Agreement #20-33 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (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 #20-33 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of $340,184.03 to be paid out of the Special Education Funds.

C.27. Ratification of Agreement #20-59 – Ventura County Community College District (Bond)
It is the recommendation of the Interim Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #20-59 with Ventura County Community College District to provide teaching experience through practice teaching to students enrolled in the Elementary Teacher Education Associate Degree program from July 1, 2020 through June 30, 2025.

Section D: ACTION ITEMS
(Votes of Individual Board Members must be publicly reported.)

D.1. Approval of Board Of Education, Superintendent and District Goals for the School Year 2020-2021 (Dr. Aguilera-Fort)
It is the recommendation of the Superintendent that the Board of Trustees approve the Board of Education, Superintendent and District Goals for the Year 2020-2021.

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

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

D.3. Approval of Technology TOSA Job Description (DeGenna)
It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the job description for the Instructional Technology Teacher on Assignment as outlined.

Public Comment:

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

Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

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

D.2. Discussion re: Spanish Language Board Meeting (Aguilera-Fort)
The Board of Trustees will engage in a discussion on the possibility of holding a future Special Board meeting in Spanish with translation into English and Mixteco.

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

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

D.4. Liability Claim: GHC0027511 (Bond/Magaña)
Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Interim Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject Claim No. GHC0027511.

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

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

D.5. Rejection of Liability Claim: GHC0027511 (Bond/Magaña)
Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Interim Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustee agree to reject No. GHC0027511.

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

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

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

Section E: APPROVAL OF MINUTES

Moved:
Seconded:
Vote:

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. Approve Second Reading - BP 5116.2 Involuntary Student Transfers & BP/AR 6164.6 Identification and Education Under Section 504 (DeGenna)
Board Policy 5116.2 is new and a recommendation by CSBA (California School Board Association) to be added as a district policy. Board Policy and Administrative Regulation 6164.6 has revisions italicized and strikethrough's for changes recommended by CSBA and by district administration. It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve and adopt BP 5116.2 Involuntary Student Transfers and BP/AR 6164.6 Identification and Education Under Section 504 as recommended.

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:

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

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 14, 2020.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 19, 2020

Agenda Section: Section A: Preliminary

Report - "Respect of Indigenous Peoples" Resolution No. 11-33 (Aguilera-Fort)

The Board will receive a report on the status of the "Respect of Indigenous Peoples" Resolution No. 11-33

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: Resolution 11-33

RESOLUTION NO. 11-33

OXNARD SCHOOL DISTRICT

Resolution for Respect of Indigenous Peoples

WHEREAS, mutual respect for all cultures and ethnicities is a key to healthy communities; and

WHEREAS, student success and achievement is greatly enhanced in a environment which actively promotes such mutual respect and embraces cultural diversity; and

WHEREAS, 20,000 residents of Ventura County who speak Mixteco regularly face bullying and denigration of their culture and language through the use of words such as "Oaxaquita" and "Indito," and

WHEREAS, the Mixteco-speaking population has come together through MIXOP's "No Me Llames Oaxaquita" (Don't call me little Oaxacan!) campaign to combat such bullying and its effects on our young people; and

BE IT RESOLVED, that the Board of Trustees of the Oxnard School District resolves to prohibit the use of the denigrating terms "Oaxaquita" and "Indito" in its institution.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Oxnard School District will promote a climate of cultural respect and diversity by supporting the formation of an anti-bullying committee consisting of administrators, teachers, students, parents and community members. This committee will monitor problems relating to bullying and will make recommendations for promoting a respectful environment. It is anticipated and desirable that representatives from all ethnicities, cultural groups, and sexual orientations will participate in the committee.

THEREFORE BE IT FURTHER RESOLVED that the Board of Trustees of the Oxnard School District will promote Mexican Indigenous History within their curriculum.

PASSED and ADOPTED by the Board of Trustees of the Oxnard School District this 23rd day of May, 2012.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 19, 2020

Agenda Section: Section A: Preliminary

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

Introduction of Newly Appointed Oxnard School District Administrators:

- Dr. Victor Torres, Assistant Superintendent, Human Resources
- Catherine Muthukaruppa, Elementary Principal

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

N/A

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

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

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. Edd Bond **Date of Meeting:** August 19, 2020

Agenda Section: Section B: Hearing

Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

In accordance with Article XXVIII, Term of Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District and OEA would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article VI: Leaves of Absence
- Article VII: Transfers and Reassignments
- Article IX: Evaluation
- Article XI: Working Hours
- Article XII: Class Size
- Article XIII: Calendar
- Article XIV: Partial and School-Wide Contract Variance
- Article XVI: Safety and School Climate
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term of Agreement

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2020-21 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: OEA 2020.21 sunshine articles hearing enclosures (nine pages)

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 9, 2020

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code 3547

Dear President Madrigal Lopez,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Edd Bond, Director, Certificated Human Resources
Dr. Aracely Fox, Director, Dual Language Programs
Dr. Richard Caldwell, Principal, Middle School Representative
Dr. Jodi Nocero, Principal, K-8 School Representative

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XI (Working Hours), Article XIV (Partial and School-Wide Contract Variance, Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA collective bargaining agreement, no sooner than March 15, 2019 or March 15 of any successive year, and no later than April 15, 2019 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion

of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,

Dr. Edd C. Bond
Director, Certificated Human Resources

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 9, 2020

Anjanette Carrillo
Oxnard Educators Association, Bargaining Chair
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OEA and District Initial Proposals Pursuant to Govt. Code 3547

Dear Ms. Carrillo,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District's negotiating team will continue to have the following members:

Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Edd Bond, Director, Certificated Human Resources
Dr. Aracely Fox, Director, Dual Language Programs
Dr. Richard Caldwell, Principal, Middle School Representative
Dr. Jodi Nocero, Principal, K-8 School Representative

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XI (Working Hours), Article XIV (Partial and School-Wide Contract Variance, Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA collective bargaining agreement, no sooner than March 15, 2019 or March 15 of any successive year, and no later than April 15, 2019 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion

of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,

Dr. Edd C. Bond
Director, Certificated Human Resources

OXNARD SCHOOL DISTRICT
1051 South "A" Street ● Oxnard, CA 93030 ● 805/385-1501 ● Fax 805/486-3408

INITIAL COLLECTIVE BARGAINING PROPOSAL
FROM THE OXNARD SCHOOL DISTRICT
TO THE
OXNARD EDUCATORS ASSOCIATION
FOR A TERM COMMENCING IN THE
2020-2021 SCHOOL YEAR
July 6, 2020

Pursuant to Article XXVIII (Term) of the collective bargaining agreement between the Oxnard School District (the "District") and the Oxnard Educators Association (the "Association") the District Hereby identifies the articles it wishes to negotiate for a new collective bargaining agreement with a term commencing on July 1, 2020 as follows:

ARTICLE VII – TRANSFERS AND REASSIGNMENTS

- The District seeks to enter into discussions related to transfers and reassignments.

ARTICLE IX - EVALUATION

- The District seeks to enter into discussions related to evaluation.

ARTICLE XI – WORKING HOURS

- The District seeks to enter into discussions related to working hours.

ARTICLE XIV – PARTIAL AND SCHOOL-WIDE CONTRACT VARIANCE

- The District seeks to enter into discussions related to partial and school-wide contract variance.

ARTICLE XIX - SALARIES

- The District seeks to enter into discussions related to salaries.

ARTICLE XX – EMPLOYEE BENEFITS

- The District seeks to enter into discussions related to employee benefits.

ARTICLE XXVIII – TERM OF AGREEMENT

- The District seeks to enter into discussions related to term of agreement.

OEA
Oxnard Educators Association
2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

June 17, 2020

Dr. Karling Aguilera-Fort, Superintendent
Oxnard Elementary School District
1051 South "A" Street
Oxnard CA 93030

Dear Superintendent Aguilera-Fort,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2020 – 2021 Collective Bargaining Agreement. We are requesting that these proposals be recommended for public review and hearing at the next regular Board of Trustees' meeting.

Thank you for your attention to this matter.

Sincerely,

Anjanette Carrillo, Bargaining Chair
Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent,
Human Resources and Support Services
Ben West, CTA Uniserv Staff
Stacie Thurman, OEA President

OXNARD EDUCATORS ASSOCIATION
CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING AGREEMENT 2020-2021

The Oxnard Educators Association makes the following proposals to modify, add or delete language to the existing contract. All agreements reached on individual items shall be tentative, subject to final agreement.

1. Article VI: Leaves of Absence
2. Article VII: Transfers and Reassignments
3. Article XI: Working Hours
4. Article XII: Class Size
5. Article XIII: Calendar
6. Article XVI: Safety Conditions
7. Article XIX: Salaries
8. Article XX: Employee Benefits
9. Article XXVII: Term

OXNARD SCHOOL DISTRICT
1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING

August 6, 2020

The Board of Trustees of the Oxnard School District (District) will hold a Public Hearing during its regularly scheduled online virtual board meeting on **Wednesday, August 19, 2020 at 7:00 p.m.** via the Zoom video conferencing platform, due to the COVID-19 Shelter in Place Order, to Sunshine the Oxnard Educators Association's (**OEA**) and the District's Initial Proposals for 2020-21 Negotiations, pursuant to Govt. Code Section 3547.

By: **Dr. Edd C. Bond**
Interim Assistant Superintendent,
Human Resources
(805) 385-1501, extension 2050

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond **Date of Meeting:** August 19, 2020

Agenda Section: Section B: Hearing

Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 3 Grievance
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions: Disaster Leave
- Article 12 Safety Conditions
- Article 16 Salaries
- Article 18 Fringe Benefits
- Article 19 Wellness
- Article 23 Term

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Interim Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2020-21 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: OSSA 2020-21 Sunshine Proposal Hearing enclosures (six pages)

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 1, 2020

Monica Madrigal Lopez
President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2020-2021

Dear President Madrigal Lopez,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of Interest Based Bargaining, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Edd Bond, Certificated Human Resources Director and Lead Negotiator
Mary Crandall-Plasencia, Director of Finance
Bertha Anguiano, Principal
Chris Ridge, Director of Pupil Services
Danielle Edwards, Director of Special Education
Dr. Ana DeGenna, Assistant Superintendent, Educational Services

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expired on June 30, 2020. The District plans to negotiate Article 9 (Evaluations), Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), Article 19 (Wellness), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the August 5, 2020 Board agenda with the Public Hearing to be scheduled on August 19, 2020. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. EDD C. BOND
Director, Certificated Human Resources

EB/pp

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

July 1, 2020

Ms. Brenda Muth
President, Oxnard Supportive Services Association
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2020-2021

Dear Ms. Muth,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2020-2021 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of Interest Based Bargaining, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Edd Bond, Certificated Human Resources Director and Lead Negotiator
Mary Crandall-Plasencia, Director of Finance
Bertha Anguiano, Principal
Chris Ridge, Director of Pupil Services
Danielle Edwards, Director of Special Education
Dr. Ana DeGenna, Assistant Superintendent, Educational Services

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expired on June 30, 2020. The District plans to negotiate Article 9 (Evaluations), Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), Article 19 (Wellness), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the August 5, 2020 Board agenda with the Public Hearing to be scheduled on August 19, 2020. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. EDD C. BOND
Director, Certificated Human Resources

EB/pp

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/486-3408

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2020-2021

Interest Based Problem Solving Proposals

The district seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 9 Evaluations

- The District seeks to enter into discussions regarding OSSA Evaluations.

Article 11 Leave Provisions

- The District seeks to enter into discussions regarding OSSA Leave Provisions.

Article 16 Salaries

- The District seeks to enter into discussions regarding OSSA Salaries.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 19 Wellness

- The District seeks to enter into discussions regarding OSSA Wellness.

Article 23 Term

- The District seeks to enter into discussions regarding OSSA Term.

June 12, 2020

Dr. Edd Bond

Interim Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Bond,

In accordance with Article 23 – Term, of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2020-2021 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Shiri Hermesh, Steve Tobey, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 3 – Grievance

Article 7 – Assignments – Carry over from 2019-20

Article 8 – Student Ratio – Carry over from 2019-20

Article 9 – Evaluations– Carry over from 2019-20

Article 11 – Disaster Leave

Article 12 – Safety

Article 16 – Salaries

Sincerely,

Brenda Muth, President

Oxnard Support Services Association

OXNARD SCHOOL DISTRICT
1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING

August 6, 2020

The Board of Trustees of the Oxnard School District will hold a Public Hearing during the regularly scheduled online virtual board meeting on **Wednesday, August 19, 2020 at 7:00 p.m.** via the Zoom video conferencing platform, due to the COVID-19 Shelter in Place Order, to Sunshine the Oxnard Supportive Services Association's (**OSSA**) and the Oxnard School District's Initial Proposals for 2020-21 Negotiations, pursuant to Govt. Code Section 3547.

By: **Dr. Edd C. Bond**
Interim Assistant Superintendent,
Human Resources
(805) 385-1501, extension 2050

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Bond/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 Interim 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 08.19.2020 (three 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

Kam, Stephanie	Speech Language Pathologist	August 17, 2020
Marquez-Gift, Julie	Counselor	August 17, 2020
Muthukaruppan, Catherine	Assistant Principal	August 11, 2020
Sanchez, Wendy	BCLAD Teacher	August 17, 2020
Shuman, Tasha	Science Teacher	August 17, 2020
Tiffany, June	SPED Teacher	August 17, 2020
Velarde, Christina	SPED Teacher	July 1, 2020
Martinez, Cynthia	Substitute Teacher	2020/2021 School Year

Resignation

Bennett, Amy	Speech Language Pathologist	June 30, 2020
Forrest, Meagan	Teacher	June 30, 2020
Smith, Kayla	Teacher	June 30, 2020

August 19, 2020

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2020/2021

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

Name	**Subject**
Mariah Barbetti-Cort	PE

August 19, 2020

CLASSIFIED PERSONNEL ACTIONS

New Hire

Black, Claudia	Speech Language Pathology Assistant, Position #8166 Special Education 8.0 hrs./183 days	08/17/2020
Loera, Miriam M	Risk Management Specialist, Position #97 Risk Management 8.0 hrs./246 days	08/10/2020
Louie, Robyn M	School Occupational Therapist, Position #8474 Special Education 8.0 hrs./203 days	08/17/2020
Lua, Cynthia	Speech Language Pathology Assistant, Position #9296 Special Education 8.0 hrs./183 days	08/17/2020

Limited Term

Gurrola, Mishael	Custodian (substitute)	07/13/2020
Gurrola, Mishael	Site Technology Technician (substitute)	07/21/2020

Transfer

Cota, Rudy	Paraeducator II, Position #7844 Pupil Services 5.75 hrs./183 days Paraeducator II, Position #2952 Special Education 5.75 hrs./183 days	08/16/2020

Layoff

Camarillo, Carmen	Campus Assistant, Position #8755 Curren 3.25 hrs./180 days	07/01/2020

Resignation

Dahm, Amy	School Office Manager, Position #429	07/31/2020
Guevara, Christopher	Paraeducator I, Position #9154	08/10/2020

Retirement

Gutierrez, Olivia	Campus Assistant, Position #2997 Haydock 5.75 hrs./180 days	06/18/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Consent Agenda

Ratification of the District's Submission of the 2020-21 Consolidated Application for Funding (Penanhoat/Crandall Plasencia)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute categorical funds from various federal programs to school districts throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provides assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Furthermore, data submission also occurs during January/February of each school year. The January/February submission of data is a monitoring mechanism for the State and District to ensure accuracy in that data.

The District agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM). The District accepts the legal assurances for all programs as the basic legal conditions for the operation of selected projects and programs and copies of assurances are on site.

The District submitted the Consolidated Application prior to the deadline of August 14, 2020. Due to the process and timeline of completing the Consolidated Application, it is necessary to submit the required information prior to having access to the completed report, hence the request for the ratification.

FISCAL IMPACT:

Submission of application makes the district eligible for federal categorical funds for the 2020-21 fiscal year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees ratify the District's submission of the 2020-2021 Consolidated Application for Funding.

ADDITIONAL MATERIALS:

Attached: Certification of Assurances 2020-21 (8 Pages)
2020-21 Nonprofit Private School Consultation Certification Report (2 Pages)

2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca20assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Janet Penanhoat
Authorized Representative's Signature	
Authorized Representative's Title	Assistant Superintendent, Business & Fiscal Services
Authorized Representative's Signature Date	08/13/2020

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov , 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Anabolena DeGenna
Authorized Representative's Title	Asst. Superintendent, Educational Services
Authorized Representative's Signature Date	08/11/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	08/28/2017
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Anabolena DeGenna
Authorized Representative's Title	Asst. Superintendent, Educational Services

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/19/2020

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Jessica Vargas
DELAC review date	01/30/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	$114.40
Estimated English learner student count	7,276
Estimated English learner student program allocation	$832,374

Note: $10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than $10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

Professional development activities	$20,849
Program and other authorized activities	$77,450
English Proficiency and Academic Achievement	$230,857
Parent, family, and community engagement	$444,927
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	$16,321
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$41,970
Total budget	$832,374

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	$104.70
Estimated immigrant student count	208
Estimated immigrant student program allocation	$21,778

Note: Eligibility criteria

A local educational agency which has 21 or more eligible immigrant students and has experienced a significant increase of one percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	$20,253
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	$427
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$1,098
Total budget	$21,778

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies.

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Federal Programs and Reporting Office, shanna@cde.ca.gov, 916-319-0948
Rina DeRose, Federal Programs and Reporting Office, RDerose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

Y1: meaningful consultation occurred
Y2: timely and meaningful consultation did not occur
Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2020-21 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
Assistance League	6997837	14	Y	Y	Y	Y1	N
New Harvest Christian School	7093677	104	Y	Y	Y	Y1	N
Our Lady of Guadalupe Parish School	6965768	107	Y	Y	Y	Y1	N
Santa Clara Elementary	6965859	225	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	203	Y	Y	Y	Y1	N
St. John's Lutheran	6965792	87	Y	Y	Y	Y1	N

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Consent Agenda

Approval of Notice to Set Public Hearing for the Learning Continuity and Attendance Plan (LCAP) for 2020-21 (DeGenna)

The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in SB 98 and can be found in EC Section 43509.

FISCAL IMPACT:

This Public Hearing is being held in compliance with Education Code 52064.1. In accordance with State law, Notice of Public Hearing will be posted on September 3, 2020.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve setting the date of September 2nd, 2020 for a Public Hearing to inform/discuss the Learning Continuity and Attendance Plan.

ADDITIONAL MATERIALS:

Attached: Learning Continuity Attendance Plan- Notice of Public Hearing ENGLISH .pdf

OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

On September 2nd, 2020, a public hearing will be held at the Oxnard School District that begins at 5:00 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 inform the community of the Learning Continuity and Attendance Plan. The Learning Continuity and Attendance Plan (Learning Continuity Plan) is a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year. The provisions for the plan were approved by the Governor and Legislature in June in SB 98 and can be found in *EC* Section 43509

Dr. Anabolena DeGenna
Educational Services Department

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-45 - Ventura County Office of Education/SELPA (DeGenna/Ridge)

Ventura County Office of Education/SELPA Social/Emotional Services Specialists will provide services to the Pupil Services Department during the 2020-2021 school year.

Term of Agreement: September 1, 2020 through July 31, 2021

FISCAL IMPACT:

SESS Services Cost: 4 hours per week at $90.00/hour x 48 weeks = $17,280.00

Total not to exceed $17,280.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-45 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: **Agreement #20-45, Ventura County Office of Education/SELPA (1 Page)**

OSD AGREEMENT #20-45

Ventura County SELPA

AGREEMENT

FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST

2020-2021

This will serve as an agreement with Oxnard School District General Ed. Program to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours per week: 4 hours per week

Cost per hour: $90.00 per hour

Formula: (4 hrs/wk x $90/hr) = $ 360.00 x 48 weeks = $ 17,280.00

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2020 through July 31, 2021.

District Administrator _____

Title **Director, Purchasing** Date _____

SELPA Director Yanka Ricklefs Date May 22, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-46 - Ventura County Office of Education/SELPA (DeGenna/Edwards)

Ventura County Office of Education/SELPA Social/Emotional Services Specialists will provide services to the Special Education Services Department during the 2020-2021 school year.

Term of Agreement: September 1, 2020 through July 31, 2021

FISCAL IMPACT:

SESS Services Cost: 52 hours per week at $90.00/hour x 48 weeks = $224,640.00

Total not to exceed: $224,640.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-46 with Ventura County Office of Education/SELPA.

ADDITIONAL MATERIALS:

Attached: **Agreement #20-46, Ventura County Office of Education/SELPA (1 Page)**

OSD AGREEMENT #20-46

Ventura County SELPA

AGREEMENT

FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST

2020-2021

This will serve as an agreement with Oxnard School District Special Ed. Program to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours per week: 52 hours per week

Cost per hour: $90.00 per hour

Formula: (52 hrs/wk x $90/hr) = $ 4,680.00 x 48 weeks = $ 224,640.00

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2020 through July 31, 2021.

District Administrator _____

Title **Director, Purchasing** Date _____

SELPA Director Yanka Ricklefs Date May 22, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-47 - Diane Turini-Mize, LMFT, SEP (DeGenna/Ridge)

Diane Turini-Mize will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten through 8th grade. Support will be on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She also has the capability to work via HIPAA compliant Tele-Health if needed.

Term of Agreement: August 20, 2020 through June 30, 2021

FISCAL IMPACT:

Not to exceed $92,000.00 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-47 with Diane Turini-Mize.

ADDITIONAL MATERIALS:

Attached: **Agreement #20-47, Diane Turini-Mize (13 Page)**
Proposal (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #20-47

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of August 2020 by and between the Oxnard School District ("District") and Diane Turini-Mize, LMFT, SEP ("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 **August 20, 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 Ninety-Two Thousand Dollars ($92,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: (805) 385.1501, x2161
Fax: (805) 487.9648

To Consultant: Diane Turini-Mize, LMFT, SEP
Marriage Family Therapist #38366
4309 Deepwell Lane
Moorpark, CA 93021
Phone: (805) 405.0718
Fax:

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:	**DIANE TURINI-MIZE, LMFT, SEP:**
_____	_____
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 #**20-47**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-47

SERVICES

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

***CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PYSCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8TH GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2020-21 SCHOOL YEAR.**

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

N/A

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**20-47**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-47

COMPENSATION

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

*****TOTAL FEE NOT TO EXCEED $92,000.00***

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 $92,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**20-47**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-47

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 #**20-47**

<u>EXHIBIT D</u>
TO AGREEMENT FOR CONSULTANT SERVICES #20-47

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>DIANE TURINI-MIZE, LMFT, SEP</u>**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Diane Turini Mize, LMFT, SEP
Licensed Marriage Family Therapist 38366
Somatic Experiencing® Practitioner
4309 Deepwell Lane
Moorpark, CA 93021
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: April 30, 2020

RE: Proposal for Individual and/or family Psychotherapy for students K-8th grade in the Oxnard School District.

SCOPE OF WORK:

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual and/or family psychotherapy for students in Kindergarten - 8th grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. In addition, she will facilitate student learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten-8th grade in the Oxnard School District. Support will include on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will collaborate with counselors on difficult cases, triage, and emergency cases based on individual need as requested by the Director of Pupil Services. She also has the capability to work via HIPAA compliant tele-health if needed.

Diane will participate in weekly OSD CoST meetings as support for individual students in crisis. She will participate in OSD Opportunity Class monthly meetings as well as weekly/bi-weekly site Opportunity Class meetings.

Additional areas of expertise: Somatic Experiencing Practitioner (trauma resolution) , trained in EMDR Eye Movement Desensitization and Reprocessing (trauma resolution), trained in Capicatar Community Wellness Education, Supervisor of Marriage and Family Therapist Interns at the Free Clinic of Simi Valley, Simi Valley, CA.

Dates of Service: Academic School Year 2020-2021, 5 days a week.

Consultant Compensation: $92,000

CPH & ASSOCIATES

PHILADELPHIA INSURANCE COMPANIES
A Member of the Tokio Marine Group

Certificate of Liability Insurance

Date Issued: 01/08/2020

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: DianeTurini Mize MFT
Diane Mize
4309 Deepwell Lane
Moorpark, CA 93021

Policy Number: AR81812
Policy Term: 02/21/2020 to 02/21/2021

Covered Locations

Professional Liability: Portable coverage, not location specific
General Liability Insured Location(s):
1633 Erringer Rd. #207, Simi Valley, CA 93065
1051 South "A" St, Oxnard, CA 93030

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	**$ 1,000,000**	**$ 5,000,000**
Supplemental Liability	**$ 1,000,000**	**$ 5,000,000**
Licensing Board Defense	**$ 35,000**	**$ 35,000**
Commercial General Liability ▫ *Fire/Water Legal Liability*	**$ 1,000,000** **$ 250,000**	**$ 3,000,000** **$ 250,000**
Business Personal Property	**$ 15,000**	**$ 15,000**

Comments/Special Descriptions:

Certificate Holder

Oxnard School District
1051 South A Street
Oxnard, CA 93030

☒ **Certificate Holder has been added as an additional insured**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

C. Philip Hodson

Authorized Representative
C. Philip Hodson

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-53 – Auditory Processing Center of Pasadena (DeGenna/Edwards)

Dr. Beatrice Braun, Educational Audiologist from Auditory Processing Center of Pasadena, will provide (central) auditory processing evaluations for the Special Education Services Department during the 2020-2021 academic year.

FISCAL IMPACT:

Not to exceed $5,000.00 (per attached proposal/rate sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-53 with Auditory Processing Center of Pasadena.

ADDITIONAL MATERIALS:

Attached: Agreement #20-53, Auditory Processing Center of Pasadena (13 Pages)
Proposal-Rate Sheet (1 Page)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #20-53

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of August 2020 by and between the Oxnard School District ("District") and Auditory Processing Center of Pasadena ("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 August 20, 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 shall not exceed Five Thousand Dollars ($5,000.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Auditory Processing Center of Pasadena
22110 Clarendon Street, Suite 102
Woodland Hills, CA 91367
Attention: Dr. Beatrice Braun
Phone: 626.793.8711
Email: apcpasadena@gmail.com

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

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

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

26. **Administration**. **DANIELLE EDWARDS** 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:	**AUDITORY PROCESSING CENTER OF PASADENA:**
_____	_____
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 #**20-53**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**20-53**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars ($5,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**20-53**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

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 #**20-53**

<u>EXHIBIT D</u>
TO AGREEMENT FOR CONSULTANT SERVICES #20-53

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>AUDITORY PROCESSING CENTER OF PASADENA</u>**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

AUDITORY PROCESSING CENTER

(WOODLAND HILLS-PASADENA-SANTA BARBARA)

Bea Braun, Au.D., F-AAA
Educational Audiologist

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

2-20-20

To Whom It May Concern,

The following are the rates/options for the CAPDOTS auditory training program:

$695.00 – includes me purchasing the program, setting up the program online, providing an in-service over the phone with the professional who will be administering the program (or the parent), monitoring as needed, retesting upon completion of the program and providing a report.

If the district opts to purchase the program directly (your speech-language pathologist will have to go through a 1½ hour training with CAPDOTS), you can purchase the program directly through CAPDOTS for $195 and do the training yourself. I then charge $400 for the retest and report.

If I am needed for IEP attendance after the retest, I attend via phone at a $250 flat fee for the first hour, and $250 per hour after the first hour.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance

OCCURRENCE POLICY FORM

HPSO

Print Date: 12/05/2019

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0644468256	from 12/16/19 to 12/16/20 at 12:01 AM Standard Time

Named Insured and Address:
Auditory Processing Center of Pasadena
22110 Clarendon St Ste 102
Woodland Hills, CA 91367-6337

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: Audiologist Firm

Code: 80716

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

Excludes Cosmetic Procedures

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
Enterprise Privacy Protection - Claims Made Retroactive Date: 12/16/2016 (Defense inside limits)	$ 25,000	per incident	$ 25,000	aggregate

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: $ 282.00

Base Premium $282.00

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.

FARMERS INSURANCE

Truck Insurance Exchange (A Reciprocal Insurer)
Member Of The Farmers Insurance Group Of Companies®
Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

COMMON POLICY DECLARATIONS

Named Insured BRAUN, BEA
AUDITORY PROCESS CTR PASADENA

Mailing Address 22110 CLARENDON ST STE 102
WOODLAND HILLS, CA 91367-6337

F006901604-001-00001	
Account No.	Prod. Count
30-30-393	60661-61-11
Agent No.	Policy Number

Form of Business [X] Individual [ ] Joint Venture [ ] Limited Liability Co. [ ] Corporation [ ] Partnership [ ] Other Organization

Business Description: Health Practitioners

Policy Period From 02-21-2020 (not prior to time applied for)
To 02-21-2021 12:01 A.M. Standard time at your mailing address shown above.

If this policy replaces other coverage that ends at noon standard time of the same day this policy begins, this policy will not take effect until the other coverage ends. **This policy will continue for successive policy periods as follows:** If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period subject to our premiums, rules and forms then in effect.

The attorney-in-fact (AIF) or management fee for your renewed policy will never exceed 20% of the policy's premiums and will be paid out of the premiums. You may wish to consider this information in deciding whether to accept or decline this offer to renew your policy.

This policy consists of the following coverage parts listed below and for which a premium is indicated. This premium may be subject to change.

Coverage Parts	Premium After Discount And Modification
Businessowners	$1,660.00
Cyber Liability And Data Breach Expense Coverage	$80.00
Certified Acts Of Terrorism - See Disclosure Endorsement	Included
Total (See Additional Fee Information Below)	$1,740.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-54 – Tawanda L. Pullen, Ph.D. (DeGenna/Edwards)

Tawanda L. Pullen, Ph.D. will provide Independent Education Evaluator Services for the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations.

FISCAL IMPACT:

$9,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-54 with Tawanda L. Pullen, Ph.D.

ADDITIONAL MATERIALS:

Attached: Agreement #20-54, Dr. Tawanda L. Pullen (13 Pages)
Proposal (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #20-54

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of August 2020 by and between the Oxnard School District ("District") and Tawanda L. Pullen, Ph.D. ("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 August 20, 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 shall not exceed Nine Thousand Dollars ($9,000.00), per the attached proposal, 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: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Tawanda L. Pullen, Ph.D.
1200 Valley View Road, #102
Glendale, CA 91202
Phone: (877) 428.8478
Fax:
Email: tpullen3@aol.com

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

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

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

26. **Administration**. **DANIELLE EDWARDS** 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:	**TAWANDA L. PULLEN, PH.D.:**
_____	_____
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 #**20-54**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-54

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER 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. N/A	
B. N/A	
C. N/A	
D. N/A	

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**20-54**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-54

COMPENSATION

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

Total compensation shall not exceed Nine Thousand Dollars ($9,000.00), per the attached Proposal, unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $9,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**20-54**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-54

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(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 #**20-54**

<u>EXHIBIT D</u>
TO AGREEMENT FOR CONSULTANT SERVICES #20-54

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>TAWANDA L. PULLEN, PH.D.</u>**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

7/14/20

IEE Assessment Proposal:

$4,000 for a Full Psycho-Educational Evaluation, includes cognitive and psychological processing (auditory, visual processing, psychomotor/fine motor, (*cognitive is omitted if student is African American), academic achievement assessment, general social emotional/ adaptive behavior assessment), includes two observations (structured and unstructured observations in the school setting); includes participation in IEP meeting via phone conference for 30 minutes.

$500 Per Additional Assessment Area: Autism, Extensive Social Emotional Assessment for ADHD, Anxiety, etc. (for OHI), or Emotional Disturbance Evaluation

Please let me know if you have any questions!

Respectfully Submitted,

Tawanda L. Pullen, Ph.D., Licensed Educational Psychologist #3709

Account Number: CA PULT 1200 Date: 7/14/20 Initials: QTMHHTTP

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:
TAWANDA L PULLEN
1200 VALLEY VIEW RD
APT 102
GLENDALE CA 91202

Additional Named Insureds:

Type of Work Covered: MENTAL HEALTH COUNSELOR
Location of Operations: N/A
(If different than address listed above)

Claim History: None

Retroactive date is 01/30/2019

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5005-4625	2/04/20	2/04/21	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is $5,000.

This Certificate Issued to:
Name: TAWANDA L PULLEN
Address: 1200 VALLEY VIEW RD
APT 102
GLENDALE CA 91202

Authorized Representative

APA 00138 00 (06/2014)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-55, STAR of Ca, ERA ED (DeGenna/Edwards)

Star of Ca, ERA Ed will provide classroom support as a Consultant and 1 to 1 Behavioral Therapist for identified students during the 2020-2021 academic year.

FISCAL IMPACT:

Not to exceed $1,500,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational services that the Board of Trustees approve Agreement #20-55 with STAR of CA/ ERA ED.

ADDITIONAL MATERIALS:

Attached: Agreement #20-55, STAR of CA-ERA Ed (4 Pages)
Rate Sheet (7 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #20-55 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 19th day of **August 2020**, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and **STAR of CA LLC (dba STAR of CA, and ERA Ed)** located **4880 Market St, Ventura CA 93003**, hereinafter referred to as "Provider/Consultant".

W I T N E S S E T H:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant **provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.**

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

August 20, 2020 and terminating **June 30, 2021**

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: **provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.**

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Danielle Edwards	**Director of Special Education Services**
(Name)	(Title)

LOCATION: Provider shall provide the contracted services at the following location:
Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of $1,500,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of $54.64 per hour for 1 to 1 behavioral support to students, $106.15 per hour for behavioral consultation and supervision services, $339.90 for 2 hours workshops, and $679.80 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits, and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an 'each' occurrence limit of not less than one million dollars ($1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below**.**

OXNARD SCHOOL DISTRICT:

_____ _____

Lisa A. Franz, Director, Purchasing Date

STAR of CA LLC (dba STAR of CA and ERA Ed), VENTURA CA

_____ _____

Dr. Doug Moes, President, CEO Date

Rate/Period

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

B. Residential Treatment Program

Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

In such cases only, the adjustments in basic rate shall be based on the percentage of a 280-minute instructional day.

C. Related Services

1. Consultation..... $106.15/hr
2. Assessments (FBA/FAA)..... $106.15/hr
3. Direct Instruction (BII)..... $54.64/hr
4. Supervision (BID)..... $106.15/hr

Psychological Services:

5. Counseling & Guidance Services (CG)– Licensed Mental Health Professional..... $84.07/hr
6. Counseling & Guidance Services (CG) –Mental Health Assoc $63.05/hr
7. Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)..... $84.07/hr
8. Parent Counseling & Training (PCT) –Mental Health Assoc (CG) $63.05/hr
9. Assessments (Psycho-educational, Education-Related Mental Health Services)..... $106.15/hr
10. Mental Health Consultation - Licensed Mental Health Professional $84.07/hr
11. Mental Health Consultation – Mental Health Intern..... $63.05/hr
12. Crisis Management LMHP $84.07/hr
13. Crisis Management MHA $63.05/hr
14. Critical Incident Debriefing & Counseling..... $63.05/hr
15. 14. Grief/Trauma Response Counseling..... $63.05/hr
16. Bus Aide BID..... $95.54/hr
17. Bus Aide BII $49.18/hr

*Parent transportation reimbursement rates are to be determined by the LEA-Special Education Director.
**By credentialed Special Education Teacher.
***Limited to one hour per week. Group size may not exceed fourteen students. Payment to begin upon students fourteenth birthday.

66. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

BEHAVIORAL SERVICES	SrvcCode	Rate	Per
Consultation	CNSLT	$106.15	/hr
Assessments (FBA/FAA)	EVAL	$106.15	/hr
Direct Instruction	BII	$54.64	/hr
Supervision	BID	$106.15	/hr
PSYCHOLOGICAL SERVICES	**SrvcCode**	**Rate**	**Per**
Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	$84.07	/hr
Counseling & Guidance Services (CG) –Mental Health Associate	CIMHA	$63.05	/hr
Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	$84.07	/hr
Parent Counseling & Training (PCT) –Mental Health Associate (CG)	CFMHA	$63.05	/hr
Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-ASMT	$106.15	/hr
Psychological Services	PsychServ	$106.15	/hr
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	$84.07	/hr
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	$63.05	/hr
Crisis Management	CRISIS INT-LMHP	$84.07	/hr
Crisis Management	CRISIS INT-MHA	$63.05	/hr
Critical Incident Debriefing & Counseling	CRISIS INT-MHA	$63.05	/hr
Grief/Trauma Response Counseling	CNSLT-MH	$63.05	/hr
Bus Aide BID (10% discount applied)	BUS AIDE-BID	$95.54	/hr
Bus Aide BII (10% discount applied)	BUS AIDE-BII	$49.18	/hr

www.eraed.com www.starofca.com

4880 Market Street • Ventura, CA 93003
O: 805.644.7827 • F: 877.644.7545
CORPORATE HEADQUARTERS

2020/2021
PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral and psychological services to support students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:
(1) Behavior intervention development and modification (BID)
(2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
(3) Counseling and guidance services (CG)
(4) Parent counseling and training (PCT)
(5) Other psychological services aside from assessment and IEP development (PS)

ERA Ed.'s school-based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

Leveraging Technology - ERA Ed. has the capacity to offer consultation support and IEP driven services through a telehealth or distance learning modality that is HIPAA/FERPA compliant. ERA Ed. offers an array of service options for the use of video technology where it may improve the training needs of district staff or the individualized learning needs of students. Leveraging telehealth or distance learning may also help overcome barriers to helping students and their families get access to services and supports that may otherwise be challenging due to environmental or scheduling constraints. Our teams can help assess goodness-of-fit to ensure this modality would offer an educational or clinical benefit. All services eligible for telehealth (TH) services are denoted below.

ERA Ed. Service Delivery Options for VENTURA COUNTY SELPA

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach, ERA Ed. serves as an

integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity-building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students' emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility from such behavioral health services back to district personnel so that the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) **–** includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment. *Telehealth Options Available.*

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices. *Telehealth Options Available.*

Classroom Program Development – ERA Ed's consultation support in the classroom is designed to enhance school district personnel's ability to respond to the educational and behavioral needs of their students. Positive Behavioral Interventions are incorporated into the classroom with an emphasis placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program

implementation. Trainings can include, but are not excluded to: Positive Behavior Support in the Classroom; Establishing and Maintaining Social Skills Curriculum in the Classroom; Data Collection – to Support Analysis of Progress toward IEP Goals; Implementing Discrete Trial Training (DTT) in the Classroom, and Pivotal Response Treatment (PRT) in the Classroom. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed at the district's request for more general teacher or broader district training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model. *Telehealth Options Available.*

Assessments (FBA/FAA) - ERA-Ed provides comprehensive Functional Behavioral Assessments (FBA, FAA) conducted in compliance with the requirements set forth from IDEA. The assessments take place across multiple observations and across settings as needed. Assessments include the development of (a) proposed goals associated with the student's needs to inform programming (b) a positive behavior intervention plan (PBIP) that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, a safety plan if needed and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) – ERA-Ed provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student's IEP. *Telehealth Options Available.*

Supervision (BID) – This service includes a range of supervisory activities designed to support the implementation of the student's behavioral program as specified in their IEP. As part of the supervision model, each ERA-Ed behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs. *Telehealth Options Available.*

Psychological Services

Counseling and Guidance Services (CG) – ERA Ed. counseling and guidance services include counseling for both short and long term educational programs – individual/group counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group based modalities to best meet the needs of students, and are delivered in our agency office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the unique needs of their child and provides them with information and strategies they can use to assist their child in reaching their short and long term educational program goals and objectives. These services are delivered in home and community settings as well as in our agency office suite, and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., Clinical Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists). *Telehealth Options Available.*

Assessments (Psychoeducational, Education-Related Mental Health Services).
ERA Ed. is able to conduct a wide range of psychological assessment services, including ERICS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Case Management/ Consultation (CNSLT-MH) – ERA ED. Mental Health Consultation involves performing collateral, indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, and ongoing consultation with internal and external treatment providers. *Telehealth Options Available.*

Wraparound Services (WRAP or Social Work Services). ERA Ed. implements a team approach for Wraparound Services, utilizing evidence-based treatments and interventions. Core elements of Wraparound Services are provided in stepwise order:

1. System stabilization (Assessment as necessary)
2. Parent Management Training (Parent Counseling and Training, Positive Behavior Supports)
3. Generalizing supports to the educational environment (Mental Health Consultation/Psychological Services)
4. Individual counseling (Counseling and Guidance Services)
5. Family counseling (Counseling and Guidance Services)

The Wraparound (WRAP) team utilizes a Mental Health Associate model for direct services (i.e., counseling, positive behavior support) delivered in the home/community setting (e.g., school) with additional consultation and in-office/tele-health (e.g., telephone, video-conferencing) psychotherapy with licensed providers. All WRAP teams are managed by a licensed psychologist. Behavioral technicians are also available to assist the WRAP team with System stabilization and Parent Management Training in the home and community setting (e.g., school).

The intensity of WRAP services will depend on student need, and may vary across time. As such, a flat 12-hour/30-day intake and triage package is available for those IEP teams in need of specific WRAP treatment recommendations. Further, all WRAP services are modular; comprehensive WRAP programs are able to be individually tailored by service, and according to student and family need. *Telehealth Options Available.*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-56 – Therapy Travelers (DeGenna/Edwards)

Therapy Travelers will provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis. Therapy Travelers 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 orientation, support, facilities, and training for service providers.

Term of Agreement: August 20, 2020 through July 31, 2021

FISCAL IMPACT:

Not to exceed $580,000.00, per the hourly 2020-21 rate sheet - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-56 with Therapy Travelers.

ADDITIONAL MATERIALS:

Attached: Agreement #20-56, Therapy Travelers (10 Pages)
Rate Sheet (1 Page)

Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 19th day of August, 2020 (the "Effective Date"), by and between TherapyTravelers LLC , a California corporation d/b/a TherapyTravelers ("TherapyTravelers"), and Oxnard School District (the "Client").

1. Services and Staffing Confirmation

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

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

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

2. Associates

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

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

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

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

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

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

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

3. Compensation and Payment Terms

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

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

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

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

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

(e) In the event the Client's school or school system is unexpectedly physically closed (i.e. physical closures due to inclement weather, public health emergencies, etc.) or is otherwise closed to the students ("Closure"), Client shall remain fully obligated to remit payment to TherapyTravelers for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Client acknowledges and agrees that the possibility of a Closure or Closures occurring was built into all bill rates agreed upon for each consultant TherapyTravelers provides to Client.

Furthermore, for when there are Closures, but the school or school system continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days"), (i) consultant shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings, and (ii) TherapyTravelers shall be entitled to, from Client, payment for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each day for each applicable consultant for all Remote Learning Days where consultant either (a) provided virtual or online instruction or (b) was ready, willing, and able to provide the same.

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

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time,

temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

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

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

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

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

5. <u>Direct Hire Fees</u>

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

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

6. Dismissals

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

7. Cancellations

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

8. Contract Termination

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

9. Notices

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

Client:	Oxnard School District 1051 S A St Oxnard, CA 93030
TherapyTravelers LLC:	TherapyTravelers LLC 355 Redondo Ave. Long Beach, CA 90814

9. Insurance, Indemnification and Limitation of Liability

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

- Professional Liability - $2,000,000 per claim, $4,000,000 Aggregate
- General Liability - $2,000,000 per claim, $4,000,000 Aggregate

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

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

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

10. Miscellaneous

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

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

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

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

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

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

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

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

"TherapyTravelers"

TherapyTravelers LLC
A California Corporation

By:_____
Maria Lankenau, President

"Client"
Oxnard School District

_____

By:_____
Lisa A, Franz, Director, Purchasing

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

THERAPY TRAVELERS

Oxnard School District – Rate Sheet for 2020/2021

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

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

SLP	$90-$110
SLP – CFY	$83-90
SLPA	$70-$78
School Psychologist	$92-$115
BCBA	$92-$115
Social Worker	$82-$105
School Counselor	$78-$90
LMFT	$82-$100
BI	$60-$68
RBT	$52-$58
RN	$88-$105
LPN	$60-$68
OT	$92-$110
COTA	$75-$80
PT	$92-$110
PTA	$75-$80

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

Regards,

Maria Lankenau

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-57, PDAP of Ventura County Inc. (DeGenna/Ridge)

PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District during the 2020-2021 school year. Group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff, and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol abuse, and social skills for seeking positive peers. Brief (20-30 minutes) individual counseling sessions will also be conducted as needed.

FISCAL IMPACT:

Not to exceed $30,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-57 with PDAP of Ventura County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #20-57, PDAP of Ventura County Inc. (2 Pages)
Certificate of Insurance (2 Pages)

AGREEMENT #20-57 BETWEEN

Palmer Drug and Alcohol Treatment Program (PDAP) of Ventura County, Inc.
and
Oxnard School District

This agreement is entered into this 19th day of August 2020 by and between PDAP of Ventura County, Inc. and the Oxnard School District.

PURPOSE: The purpose of the AGREEMENT is to establish and maintain a provision of service relationship between the two parties. PDAP will provide an Addiction Treatment Counselor as available to provide early intervention group and individual counseling to students referred by faculty at identified schools in the Oxnard School District.

Individual and group substance abuse counseling sessions will be conducted, based on need factor, request of the school staff and availability of PDAP counseling staff. Each group session will be an hour in length for twelve weeks, with the option to continue longer if appropriate for the students being served. Focus of the groups will be on awareness of personal strengths, importance of healthy choices, the dangers of drug and alcohol use and social skills for seeking positive peers. Brief (25 to 30 minute) individual counseling sessions will also be conducted as needed. These sessions may be provided at the school or through an appropriate online site such as Google Classroom.

TERM: The term of this AGREEMENT shall commence August 20, 2020 – June 30, 2021.

COMPENSATION: The Oxnard School District will cover the cost for the services provided by PDAP for this program at a $30 per hour rate for up to 4 hours per week in each middle and K-8 school, up to a maximum of $30,000.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.

2. Provide space to accommodate the PDAP staff member assigned at each school.

3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.

4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served, including OSD HIPPA Release of Information Form and notice to parents and other family members about respecting the confidentiality of student participation in online services.

B. PDAP agrees to the following:

1. Provide an Addiction Treatment Counselor at all agreed sites and through online contact with students.

2. Work within the timeframe appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.

3. Follow Oxnard School District and PDAP procedures concerning client confidentiality.

4. Provide representation at meetings convened by the Oxnard School District to review the program.

5. Be responsible for having all counselors screened and fingerprinted and testing for TB at their cost prior to beginning the program. PDAP will be responsible for ensuring that all counselors sent to the school sites have proper clearance to work with children as well as a cleared TB test.

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

AUTHORIZED APPROVAL:

PDAP of Ventura County, Inc.:	**Oxnard School District:**
_____	_____
Signature	***Signature***
Ginny Connell, Executive Director	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

PDAPOFV-01 JSANDHU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2019

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

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

PRODUCER License # 0827761
CalNonprofits Insurance Services
PO Box 640
Capitola, CA 95010

CONTACT NAME: Jerusha Sandhu
PHONE (A/C, No, Ext): (831) 824-5005 FAX (A/C, No):
E-MAIL ADDRESS: jerusha@cal-insurance.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits Insurance Alliance of California	10023
INSURER B : State Compensation Insurance Fund	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PDAP of Ventura County, Inc.
450 Rosewood Avenue, Suite 215
Camarillo, CA 93010

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			2019-48980	8/22/2019	8/22/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		9203857-2019	1/31/2019	1/31/2020	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab			2019-48980	8/22/2019	8/22/2020	Per Occurence	1,000,000
A	Improper Sexual Cond			2019-48980	8/22/2019	8/22/2020	Per Occurence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oxnard School District is included as Additional Insured as respects Liability arising from insured's operations per attached Endorsement Form CG2026 04 13; 30 days notice of cancellation except 10 days for non-pay.

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
Jerusha Sandhu

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

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

 © Insurance Services Office, Inc., 2012

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-58 – Jordan Witt Ph.D. Inc. (DeGenna/Edwards)

Dr. Jordan Witt will provide Independent Education Evaluator Services to the Special Education Department during the 2020-2021 academic year. Dr. Witt will provide educational evaluations as needed on a case by case basis, including psychoeducational, academic assessment, neuropsychological assessment, and social and emotional evaluations.

FISCAL IMPACT:

Not to exceed $20,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-58 with Jordan Witt Ph.D. Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #20-58, Jordan Witt Ph.D. Inc. (13 Pages)
Proposal-Rate Sheet (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #20-58

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of August 2020 by and between the Oxnard School District ("District") and Jordan Witt Ph.D. Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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 August 20, 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 shall not exceed Twenty Thousand Dollars ($20,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Jordan Witth Ph.D. Inc.
1531 Chapala Street, #2
Santa Barbara, CA 93105
Phone: (805) 564.1763
Fax:
Email: jw@jordanwittphdcom

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**. **DANIELLE EDWARDS** 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:	**JORDAN WITT PHD INC.:**
_____	_____
Signature	Signature
Lisa A. Franz, Director, Purchasing	_____
Typed Name/Title	Typed Name/Title
_____	_____
Date	Date
Tax Identification Number: 95-6002318	Tax Identification Number: _____

☐ Not Project Related

☑ Project #**20-58**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-58

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**20-58**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-58

COMPENSATION

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

Total compensation shall not exceed Twenty Thousand Dollars ($20,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $20,000.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**20-58**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-58

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 #**20-58**

<u>EXHIBIT D</u>
TO AGREEMENT FOR CONSULTANT SERVICES #20-58

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>JORDAN WITT PHD INC.</u>**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

JORDAN WITT, PHD
Clinical Psychologist
Neuropsychological Assessment
Child, Adolescent, and Adult Therapy
Ca License Psy15545

Proposal

To perform independent educational evaluations as needed on a per case basis, including psychoeducational, academic assessment, neuropsychological assessment, and social and emotional evaluation.

Scope of Work

Reviewing pertinent records; interviewing parents; assessing student in office setting; observing student in school setting (as needed); scoring and writing report; attending IEP meeting and presenting findings.

Rates

Full Psychoeducational Assessment with academic assessment: up to $3200
Full Neuropsychological Assessment with academic assessment: up to $3600

1531 Chapala Street #2 Santa Barbara, CA 93105 (805) 564-1763 http://jordanwittphd.com

CHUBB®

ACE American Insurance Company

Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations

PRODUCER NUMBER	273865	DATE OF ISSUE	December 17, 2019

PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY

THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: **58G22212011**				
1.	**Named Insured:**	**Jordan N Witt**			
	Address:	482 Paseo Del Descanso			
	City, State & Zip Code:	Santa Barbara, CA 93105 2928			
2.	**Policy Period:** 12:01 A.M. local time at the address shown in Item 1.	From: 02/01/2020	To: 02/01/2021		
3.	**COVERAGE**	**LIMITS OF LIABILITY**			**PREMIUM**
	Professional Liability	$1,000,000	Each **Incident**	$3,000,000 Aggregate	$1,072.00
	Wrongful Employment Practices			$5,000 Aggregate	
		REIMBURSEMENTS			
	Licensing Board Defense	$50,000	per Proceeding		$45.00
	Other Governmental Regulatory Body Defense	$10,000	per Proceeding		
	Deposition Expense	$5,000	per **Insured**		
	Premises Medical Payment	$2,500	per Person	$75,000 Aggregate	
	Assault and/or **Battery**			$1,000 Aggregate	
	Loss of Earnings	$500	per Day, per **Insured**	$15,000 Aggregate Per **Incident**	
			Surcharge(s)		
				Total Premium	$1,117.00
4.	Retroactive Date 02/01/1995				
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF33748 , PF15217a (05/07), CC-1K11i (02/18), PF15245a, PF15224a, PF15235a, PF22543, PF17914 (02/05),				
6.	**Notice of claim should be sent to:** **Trust Risk Management Services, Inc.** 111 Rockville Pike Ste 700 Rockville MD 20850	**All other correspondence should be sent to:** **Trust Risk Management Services, Inc.** 1791 Paysphere Circle Chicago, IL 60674			
7.	REPRESENTATIVE:	Agent or broker:	**Trust Risk Management Services, Inc.** doing business in CA as TRMS Insurance Agency		
		Office address:	1791 Paysphere Circle		
		City, State, Zip	Chicago, IL 60674		
		Website:	www.trustinsurance.com		
		Phone:	**1.877.637.9700**		

© 2007 The Trust

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Jordan N Witt			Endorsement Number
Policy Symbol CRL	Policy Number 58G22212011	Policy Period 02/01/2020 to 02/01/2021	Effective Date 02/01/2020
Issued By (Name of Insurance Company) ACE American Insurance Company			

Additional Insured

It is agreed that in consideration of the premium charged, the individual(s) or entity(ies) designated below shall be an **Insured**, under Section III. PERSONS INSURED, but only with respect to such individual's or entity's liability arising solely out of an **Incident** caused by the sole negligence of another **Insured**:

Additional Insured	Address
The Ventura Unified School District	**255 W. Stanley Ave Ventura CA 93001**
Pleasant Valley School District	**600 Temple Ave Camarillo CA 93010**

The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:	
	Return Premium:	

All other terms and conditions of this policy remain unchanged.

Authorized Agent

© 2007 The Trust

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-60 – CompHealth Medical Staffing (DeGenna/Edwards)

CompHealth Medical Staffing will provide temporary service to Oxnard School District students consistent with the student's Individualized Education Program (IEP), which may include direct and consultative services as needed for the positions listed. Additionally, CompHealth Medical Staffing may conduct assessments, write assessment reports, attend and present at IEP meetings, develop goals, and monitor progress on goals.

Service providers may include:

•Physical Therapist
•Speech Language Pathologist
•COTA/PT

FISCAL IMPACT:

Not to exceed $140,000.00 (see attached Rate Sheet) – 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 approve Agreement #20-60 with CompHealth Medical Staffing.

ADDITIONAL MATERIALS:

Attached: Agreement #20-60, CompHealth Medical Staffing (6 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (2 Pages)

CompHealth

JDE No.1873185

ALL INCLUSIVE SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This All Inclusive Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Oxnard Elementary School District ("Client"), a nonprofit organization, with its principal place of business located at 1051 South A Street, Oxnard, CA 93030, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 2900 Charlevoix Drive SE, Suite 200, Grand Rapids, MI 49546 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of July 15, 2020 ("Effective Date").

Section A, Intent of Agreement

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals ("Provider(s)") to provide clinical services to Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services , the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of $1,000,000 per Provider per incident and $3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of $1,000,000 per incident and $3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency
Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

Section D, Fees

D.1 Fee Schedule
Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.
D.2 Deposit, Costs of Obtaining Privileges
Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of $0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.
D.3 Invoicing
Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.
D.4 Minimum Workweek
CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g inclement weather, school holidays and non-working days as referenced in school's calendar).
D.5 Failure to Issue Confirmation
Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment
For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a

Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The term of this Agreement ("Term") shall begin on the Effective Date and continues thereafter until June 30, 2021.

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of California.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Facsimile Signature Deemed Original, Permission to Fax and E-Mail

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

OXNARD SCHOOL DISTRICT

By: _____

Title: **Director, Purchasing**

Date: _____

Printed Name: **Lisa A. Franz**

_____

Federal Tax I.D. # or Social Security #

COMPHEALTH MEDICAL STAFFING

By: _____

Title: _____

Date: _____

Printed Name: _____

©Copyright 2014 CHG Management, Inc.

CompHealth

Megan Gillis
2900 Charlevoix Dr SE Suite 200
Grand Rapids, MI 49546
(800) 634-9582 x 5015 (toll-free) / (616) 975-5015 (office) / (616) 635-3656 (cell)

7/17/20

Christy Garibay
Oxnard School District
1051 South A Street
Oxnard, CA 93030

RE: Rate Request for 2020 - 2021 School Year

Ms. Garibay:

Per your request, here are the requested rate ranges we are proposing for the Florence Unified School District 2020 - 2021 school year. The rates presented reflect the current housing costs in the area, experience of the Provider, and are based on 40 hours per week. The rates are flexible if your standard week falls below the standard 40! Please let me know if you have any questions!

OT	$72-$76
PT	$72-$76
SLP	$76 - $80
COTA/PTA	$68

I look forward to hearing from you if we can be of assistance.

Thank You!

Megan Gillis
Client Representative, Schools-Based Opportunities

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/17/2020

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
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Coverys Specialty Insurance Company	15686
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CHG Healthcare Services, Inc.
CHG Companies, Inc.
CHG Medical Staffing, Inc.
dba Comphealth Medical Staffing
7259 S. Bingham Junction Blvd.
Midvale UT 84047 USA

COVERAGES **CERTIFICATE NUMBER:** 570083082057 **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,

Limits shown are as requested

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			005UT000030224	02/01/2020	02/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE / X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			005UT000030224	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	HealthCare Prov			005UT000030224	02/01/2020	02/01/2021	Each Event Aggregate Limit	$1,000,000 $3,000,000

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

Virginia Limits: Each Claim: $2,400,000/$7,200,000 Aggregate; Professional Liability Limits subject to policy aggregate and other terms and conditions; Policy excludes CRNA's, Nurse Practitioners, Physician Assistants, Physicians and Pharmacists.

CERTIFICATE HOLDER

Oxnard School District
1051 South A St.
Oxnard CA 93030 USA

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

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570083082057

©1988-2015 ACORD CORPORATION. All rights reserved

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/1/2020

DATE (MM/DD/YYYY) 7/17/2020

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
LOCKTON COMPANIES
444 W. 47TH STREET, SUITE 900
KANSAS CITY MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : The Charter Oak Fire Insurance Company	25615
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1471228
CHG HEALTHCARE SERVICES, INC., CHG COMPANIES, INC
CHG MEDICAL STAFFING, INC.
DBA COMPHEALTH MEDICAL STAFFING
7259 S. BINGHAM JUNCTION BOULEVARD
MIDVALE UT 84047

COVERAGES

CERTIFICATE NUMBER: 16867765

REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	See Below* See Below**	11/1/2019 11/1/2019	11/1/2020 11/1/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers compensation coverage only applies to employees of the named insured. Workers Compensation Policy Numbers: TRJUB-487D6554-19(AZ, MA & WI); TC20UB-487D6308-19(Other States).

CERTIFICATE HOLDER

16867765
Oxnard School District
1051 South A St.
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

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-61 – Maxim Healthcare Services Inc. (DeGenna/Edwards)

Maxim Healthcare Services Inc. will provide supplemental staffing to the Special Education Services Department on an "as needed" basis. Maxim Healthcare Services Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. The Special Education Services Department will provide orientation, support, facilities, and training for the following service providers:

•Speech Language Therapist
•Behavior Technicians
•Occupational Therapist
•Psychologist
•LVN

TERM OF AGREEMENT: August 20, 2020 through June 30, 2021

FISCAL IMPACT:

Not to exceed $188,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-61 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #20-61, Maxim Healthcare Services (11 Pages)
Certificate of Insurance (1 Page)

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 16th day of July, 2020, by and between **Oxnard School District** located at 1051 South A. St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and MAXIM ENTITY**,** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr. #660 Oxnard **,** CA 93036 referred to in this Agreement as "MAXIM."

RECITALS

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

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

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

ARTICLE 1. TERM OF AGREEMENT

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

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.**

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

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

Copyright 2020
All Rights Reserved

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

1) Possess current state license/registration and/or certification.

2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.

7) Completed MAXIM standard OSHA and HIPAA training.

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

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

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

Section 2.6 **Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

Copyright 2020
All Rights Reserved

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 **Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 **Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 **Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 **Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 35 **Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2)

Copyright 2020
All Rights Reserved

hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

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

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

Section 3.9 **Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

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

Copyright 2020
All Rights Reserved

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

Section 3.12 **Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.13 **Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.14 **Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

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

ARTICLE 5. COMPENSATION

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

Copyright 2020
All Rights Reserved

☒Weekly
☐Bi-weekly
☐Monthly

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

Oxnard School Distrcit
1051 South A St.
Oxnard , CA 93003
ATTN: Accounts Payable

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.**
MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Copyright 2020
All Rights Reserved

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Oxnard School District
1051 South A St.
Oxnard, CA 93003
ATTN: Danielle Edwards

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

COPY TO:
Maxim Healthcare Staffing Services, Inc.
500 Esplanade Dr.#660
Oxnard, CA 93036
ATTN: **Matt Amerault**

Section 6.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing indiviual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistant.

Copyright 2020
All Rights Reserved

Section 6.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

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

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

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

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 **Confidentiality.**

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

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by

Copyright 2020
All Rights Reserved

law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

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

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

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

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

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL

Copyright 2020
All Rights Reserved

INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

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

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

OXNARD SCHOOL DISTRICT:	MAXIM HEALTHCARE STAFFING SERVICES, INC.:
Signature	Signature
Lisa A. Franz, Director, Purchasing	
Printed Name & Title	Printed Name & Title
Date	Date

Copyright 2020
All Rights Reserved

ATTACHMENT A

Oxnard School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective July 16th 2020:

Service	Rate
Para Educator	$32.00
LVN	$45.00
Registered Nurse	$65.00
School Credentialed RN	$70.00- $80.00
OT	$75.00- $85.00
OTA	$65.00
SLP	$85.00- $95.00
SLPA	$65.00
Psychologist	$85.00- $95.00
Special Education Teacher	$70.00
BCBA	$100.00
Midlevel	$75.00
BT/ RBT	$50.00

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

Mileage. Mileage will be charged at $.545 per mile.

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

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

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Printed Name & Title

Date

Copyright 2020
All Rights Reserved

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2020

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

PRODUCER
Altus Partners, Inc
919 Conestoga Road
Building 3, Suite 311
Rosemont PA 19010

CONTACT NAME: Krista Dean
PHONE (A/C, No, Ext): (610)526-9130 FAX (A/C, No): (610)526-2021
E-MAIL ADDRESS: certs@altuspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	2623/623
INSURER B : ACE American Ins. Co.	22667
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia MD 21046

COVERAGES CERTIFICATE NUMBER: 2020 MHSS + XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X $3,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:			PH1907813	01/29/2020	11/30/2020 Products Exclusion	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS ☐ SCHEDULED AUTOS X NON-OWNED AUTOS			H25285645 (Owned Auto) H25285682	11/30/2019	11/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB ☐ OCCUR EXCESS LIAB X CLAIMS-MADE DED ☐ RETENTION $			PH1907813	01/29/2020	11/30/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C66043885 (AOS) C66043927 (CA, MA) C66043800 (WI)	11/30/2019	11/30/2020	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	Professional Liabiltity			PH1907813 ($4M SIR)	01/29/2020	11/30/2020	$4,000,000 per claim $4,000,000 per aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.

CERTIFICATE HOLDER

For Information Purposes Only

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
Krista Dean/NLK

© 1988-2014 ACORD CORPORATION. All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-63 – 3 Chords Inc. dba/TherapyTravelers (DeGenna/Edwards)

3 Chords Inc. dba/TherapyTravelers will provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis. TherapyTravelers 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 orientation, support, facilities, and training for service providers.

Term of Agreement: August 20, 2020 through July 31, 2021

FISCAL IMPACT:

Not to exceed $580,000.00, per the hourly 2020-21 rate sheet - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-63 with 3 Chords Inc. dba/TherapyTravelers.

ADDITIONAL MATERIALS:

Attached: Agreement #20-63, 3 Chords Inc. dba/TherapyTravelers (10 Pages)
Rate Sheet (1 Page)

OSD AGREEMENT #20-63

Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of the 19th day of August 2020 (the "Effective Date"), by and between 3Chords Inc., a California corporation d/b/a TherapyTravelers ("TherapyTravelers"), and Oxnard School District (the "Client").

1. Services and Staffing Confirmation

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

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

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

2. Associates

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

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

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

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

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

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

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

3. Compensation and Payment Terms

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

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

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

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

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

(e) In the event the Client's school or school system is unexpectedly physically closed (i.e. physical closures due to inclement weather, public health emergencies, etc.) or is otherwise closed to the students ("Closure"), Client shall remain fully obligated to remit payment to TherapyTravelers for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Client acknowledges and agrees that the possibility of a Closure or Closures occurring was built into all bill rates agreed upon for each consultant TherapyTravelers provides to Client.

Furthermore, for when there are Closures, but the school or school system continues operating or providing educational instruction virtually or through online services to students ("Remote Learning Days"), (i) consultant shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings, and (ii) TherapyTravelers shall be entitled to, from Client, payment for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each day for each applicable consultant for all Remote Learning Days where consultant either (a) provided virtual or online instruction or (b) was ready, willing, and able to provide the same.

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

4. Client Hiring of Associates and Conversion Fees

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

hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

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

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

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

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

5. <u>Direct Hire Fees</u>

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

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

6. Dismissals

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

7. Cancellations

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

8. Contract Termination

This Agreement remains in effect until terminated by either party. This Agreement shall be terminable by either party upon thirty (30) days written notice. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in

the event that TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

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

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

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

9. Insurance, Indemnification and Limitation of Liability

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

- Professional Liability - $2,000,000 per claim, $4,000,000 Aggregate
- General Liability - $2,000,000 per claim, $4,000,000 Aggregate

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

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

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

10. Miscellaneous

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

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

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

Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

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

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

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

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

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

"TherapyTravelers"

3CHORDS INC., dba TherapyTravelers

A California Corporation

By:_____

Maria Lankenau, President

"Client" Oxnard School District

By: _____

Lisa A. Franz, Director, Purchasing

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

THERAPY TRAVELERS

Oxnard School District – Rate Sheet for 2020/2021

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

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

SLP	$90-$110
SLP – CFY	$83-90
SLPA	$70-$78
School Psychologist	$92-$115
BCBA	$92-$115
Social Worker	$82-$105
School Counselor	$78-$90
LMFT	$82-$100
BI	$60-$68
RBT	$52-$58
RN	$88-$105
LPN	$60-$68
OT	$92-$110
COTA	$75-$80
PT	$92-$110
PTA	$75-$80

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

Regards,

Maria Lankenau

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-64 – Cynthia Z. Hansen (DeGenna/Edwards)

Cynthia Z. Hansen will provide educational therapy and language support services, as well as serve as an Independent Education Evaluator for the Special Education Services Department during the 2020-2021 fiscal year.

FISCAL IMPACT:

Not to exceed $5,000.00 (per attached rate sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-64 with Cynthia Z. Hansen.

ADDITIONAL MATERIALS:

Attached: Agreement #20-64, Cynthia Z. Hansen (13 Pages)
Scope of Services-Fee Schedule (4 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #20-64

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 19th day of August 2020, by and between the Oxnard School District ("District") and Cynthia Z. Hansen ("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 August 20, 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 shall not exceed Five Thousand Dollars ($5,000.00) per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

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

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

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

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

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

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

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

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

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

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

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

_____ (Initials)

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

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

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

To District**:** Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Edwards
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Cynthia Z. Hansen, M.Ed., ET/P
PO Box 7165
Ventura, CA 93036
Phone: 805.407.1742
Email: cindyzhansen@gmail.com

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

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

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

26. **Administration**. **DANIELLE EDWARDS** 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:	**CYNTHIA Z. HANSEN, M.ED., ET/P:**
_____	_____
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 #**20-64**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-64

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES AND FEE SCHEDULE**

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

***PER ATTACHED SCOPE OF SERVICES AND FEE SCHEDULE**

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

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

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

☑ None.

☐ See attached list.

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

☑ None.

☐ See attached list.

VII. AMENDMENT

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

☐ Not Project Related

☑ Project #**20-64**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-64

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars ($5,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.

B. Line items for all supplies properly charged to the Services.

C. Line items for all travel properly charged to the Services.

D. Line items for all equipment properly charged to the Services.

E. Line items for all materials properly charged to the Services.

F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**20-64**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-64

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 #**20-64**

<u>EXHIBIT D</u>
TO AGREEMENT FOR CONSULTANT SERVICES #20-64

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>CYNTHIA Z. HANSEN, M.ED., ET/P</u>** who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Cynthia Z. Hansen, M.Ed., ET/P

Educational Therapist/Professional
Gifted & Talented Education Specialist

Unmasking Challenges to Reveal Possibilities

Interventions & Strengths Development * Academic Enrichment ∗ Family Support

"Every worthwhile accomplishment, big or little, has its stages of drudgery and triumph; a beginning, a struggle, a victory." --Gandhi

Scope of Services – Fee Schedule – Biographical information

Scope of Services

The focus of the Cynthia Z. Hansen, M.Ed., ET/P Educational Therapist/Professional, Sole Proprietorship, is to support the families of Gifted and Talented students who have Specific Learning Disabilities or are failing to thrive without additional services. Additionally, Ms. Hansen serves students with mild ASD, ADHD, and Dyslexia who may or may not show signs of giftedness. In this capacity, Ms. Hansen leads family and educator workshops that inform communities about the characteristics of gifted and exceptional children with non-traditional learning needs.

Following best practices as an expert on Gifted and Talented Education, Ms. Hansen is a consultant and advisor when creating Individualized Service Plans, Individual Education Plans or 504 plans for students who need strength based systematic support to minimize the impact of their learning disabilities or differences within the educational environment. As an educational therapist, Ms. Hansen uses research-based methods specifically designed for a given disability or cluster of disabilities while simultaneously supporting the child's areas of strength, talent, high intellectual ability and performance.

Ms. Hansen provides guidance to a child's support community, including parents, guardians, administrators and educators to understand the full range of supports needed for the child who:

- Has had difficulty receiving special education services due to their average/proficient performances on school and state measures of achievement.
- Has dual documentation of superior intellectual ability, while being unable to achieve to that potential due to one or more Specific Learning Disabilities
- Has ADHD, executive dysfunctions or delays, dyslexia, mild autism or autistic traits, and need additional services
- Has documentation describing one or more Specific Learning Disabilities which mask a child's intellectual ability on school performance measures

Ms. Hansen's services include:

- Individual Educational Therapy providing strength focused intervention and support for students with Specific Learning Disabilities or learning differences while mentoring the social-emotional components of the learning process
- Providing guidance to students, families, school staff and allied professionals to understand the additional impact that a gifted profile adds to learning expectations and current progress
- Collaboration with parents, teachers and school staff to address to develop appropriate and reasonable accommodations and enrichments for the student within the classroom
- Providing informational presentations to the community
- Providing professional development to school and support staff

Cynthia Z. Hansen, M.Ed., ET/P
Educational Therapist/Professional
Gifted & Talented Education Specialist

Educational Therapy Fee Schedule

Fees for educational therapy sessions shall be paid at each session unless contracted otherwise. Statements will be mailed at the end of each month or given in person for your records. Additional Services (described below) incurred during the month will be billed monthly. **Educational therapy sessions are $110 per hour or $70.00 for half-hour sessions.**

Additional Services are $110/hour and may include such activities as:

A. Parent conferences (longer than 15 minutes; minimum $70.00)
B. Meetings or calls with allied professionals, working with your child (longer than 15 minutes; minimum $70.00)
C. IEP, 504, and SST meetings, classroom observations, and team collaborations (minimum 2 hours)
D. Educational assessments and report writing (minimum 3 hours)
E. In person classroom observation, meetings with teachers, IEP or parent/teacher conferences
F. Costs for travel per session (based on distance, $20.00 min.-$70.00)

After the initial intake sessions, there is no charge for document review or preparation of lesson plans.

Biographical Background:

Cynthia Z Hansen's qualifications include three current Ryan Clear California Teaching Credentials, a Master of Education, a California Certification in Twice Exceptional Education, and a California Certification in Gifted and Talented Education. Currently a Doctoral student at the Bridges Graduate School of Cognitive Diversity in Education, Ms. Hansen has completed graduate level Special Education and Cognitive Diversity coursework (including strength based practices and educational planning for students who are non-traditional learners; assessment practices and implications; laws and practices; ethics of educational therapy practices). In addition, Ms. Hansen completed 1,500 supervised clinical hours required to attain Professional status in the Association of Educational Therapists.

Prior to her work as an educational therapist, Ms. Hansen taught drama and English teacher at K-12 schools, a GATE enrichment teacher, a teacher librarian, and an Indian Education Teacher with the Ventura County Indian Education Consortium under Dr. Jerry Barshay.

Ms. Hansen is an award-winning educator, a *SENG Model Parent Group* facilitator, a board member of the Association of Educational Therapists, President of Tri-County GATE Council, and former member of California Association for the Gifted. As an advocate for twice-exceptional students Cindy was invited to be on the Advisory board of *The G-Word*, a documentary film about what it means to be gifted in America (due for release in 2021). Ms. Hansen is a frequent presenter at national conferences and has gained international recognition for her game *The Hand You Were Dealt: The G.A.T.E. Attribute Card Game*©2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/14/2020

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 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
Michael K Veseth CLU, ChFC
1730 S Victoria Ave, Ste 200
Ventura, CA 93003

CONTACT NAME: Michael K Veseth
PHONE (A/C, No, Ext): 805 642-8271
FAX (A/C, No): 805 983-3379
E-MAIL ADDRESS: mike@vesethinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	25151
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
HANSEN, CYNTHIA Z
DBA CYNTHIA Z HANSEN M ED ET P
2715 PREBLE AVE
VENTURA CA 93003-4613

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	90-EG-N244-1	11/09/2019	11/09/2020	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY / PRO-JECT / LOC						Business Property	$ 5,200
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Oxnard School District
Attn: Lisa Franz, Purchasing Dept.
1051 S A St
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

© 1988-2010 ACORD CORPORATION. All rights reserved.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 016 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (Penanhoat/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency in the amount of Eight Hundred Twenty- Four Thousand Eight Hundred Thirty-Five Dollars and No Cents ($824,835.00). This Contractor Contingency fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 016 consists of various proposals relating to the McKinna Reconstruction Project. These PCOs provide for various plumbing and mechanical modifications that were needed to complete this work in accordance with the intent of the design. Modifications included the addition of a 2-inch underground waterline to the MPR per CCD12; added drain line for make-up air unit located on the MPR; and added 3-inch water meter per the City of Oxnard as part of the B-Permit requirements. CCA No. 016 provides for the Board's consideration and approval of work totaling $31,907.00 as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency line item.

Upon approval of CCA No. 016 Contractor Contingency funds in the amount of $824,525.74 will have been utilized to date, and the remaining balance of Contractor Contingency sum shall be $309.26.

FISCAL IMPACT:

CCA No. 016 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Thirty-One Thousand Nine Hundred Seven Dollars and Zero Cents ($31,907.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 016 the remaining balance of Contractor Contingency will be Three Hundred Nine Dollars and Twenty-Six Cents ($309.26).

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 016

to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: **Contractor Contingency Allocation No. 016 - Bernards (2 Pages)**
PCO 095 Rev PR 022 - CCD-12 - Added 2 inch Water Line (9 Pages)
PCO 212 - RFI 399 - Make-up Air Unit Drain Line (7 Pages)
PCO 213 - B Permit - Furnish & Install 3 Inch Water Meter (7 Pages)
PCO 216 - SoCalGas request to Move Gas Line POC (6 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 19, 2020 **CONTRACTOR CONTINGENCY ALLOCATION NO. 016**

PROJECT: **MCKINNA ELEMENTARY SCHOOL**
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 Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	**$**	**824,835.00**
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	**$**	**(792,618.74)**
ADJUSTED CONTINGENCY SUM	**$**	**32,216.26**
NET CHANGE	**$**	**(31,907.00)**
Total Contingency Allocations to Date:	**$**	**($824,525.74)**
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 016	**$**	**309.26**

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO 095 Rev PR 22 – CCD 012 - Added 2inch Waterline				$23,679.00
2.	PCO 212 – RFI 399-Make-up Air Unit Drain Line		$1,779.00		
3.	PCO 213 B permit Install 3 Inch Water Meter				$3,919.00
4.	PCO 216 – So Cal Gas request to move gas line POC				$2,530.00
	TOTAL	**$0.00**	**$1,779.00**	**$0.00**	**$30,128.00**

Total Contractor Contingency Allocation Approval No. 016 …….$31,907.00

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

_____ **DATE:**_____
INTERIM ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

PURCHASING DIRECTOR:_____ **DATE:**_____

CONTINGENCY ALLOCATION REQUEST

CAR No. 95 R0

Project: McKinna Elementary School Reconstruction

Date: 1/19/2020

DESCRIPTION OF WORK

PR - 022 - CCD-12 - Added 2" water line

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-23,679
	Subtotal:	-23,679

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	23,679
	Subtotal:	23,679

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

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: 3B
REQUEST DATE: 09/24/2019
REQUESTED BY:
CUSTOMER REF #: CCD12

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**
Provide additional 2in. waterline per CCD12	23,679.00

Remarks

Revised to reflect correct labor rates.

09/24/19 - Revised. Changed 2" piping in the street to copper "K" and added additional materials (slurry and 2" copper fittings).

2" waterline will stub underground outside of Bldg. 2 in a yard box.

Excludes any sawcutting and concrete/asphalt patching.

**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 **$23,679.00**

The Contract Time will be changed by **5** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 01/28/2020
By (Print) Jay Buenviaje
Signature _____
Title P.M.

Change Order

Date: 1/28/2020

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2438 - Site Utilities
Description	CCD #12 - New 2" DW Line to Bldg. 2
HPS PCO #	3B
BERNARDS PCO #	

Description		*Quantity*	*Units*	*Material*	*Material*	*Subs*	*Manhours*	*Rate*	*Labor Total*	*Equip*	*Eq. Cost/Hr*	*Equip. Total*
				MATERIALS	MATERIALS	SUBCONTRACTORS						
LABOR & EQUIPMENT												
Plumber		2	*EA*				40.00	92.34	$ 7,387.20			
Grp 8 Equip Operator		1	*EA*				40.00	94.02	$ 3,760.80			
Backhoe 420D 4WD		1	*EA*							40	$ 46.60	$ 1,864.00
Chevy 2500 Work Truck		1	*EA*							40	$ 38.38	$ 1,535.20
MATERIALS					$ -							
Piping Matls (see attached)		1	*LS*	$5,230.76	$ 5,230.76							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 5,230.76**	**$ -**			**$ 11,148.00**			**$ 3,399.20**

Labor		$ 11,148.00
Equipment		$ 3,399.20
Subcontractors		$ -
Material		$ 5,230.76
OT Premium	0 %	$ -
Sales Tax @	7.750 %	$ 405.38
Misc. Mat'ls	3 %	$ 156.92
Delivery/Freight		$ 250.00
SUBTOTAL		$ 20,590.27
OH MARKUPS		
Labor	15 %	$ 1,672.20
Material	15 %	$ 845.42
Equipment	15 %	$ 509.88
Subcontracts & Others	15 %	$ 61.04
	%	$ -
TOTAL		**23,679**

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:** Operating Engineer G-8 - 6.24.19 thru 6.30.20

Item	Rate Per $100	Prevailing Wage Rate Regular Time	Overtime	Double Time	Notes
Base Labor Rate		$ 48.19	$ 72.29	$ 96.38	*Use certified payroll to verify.*
Fringe Benefits:					
Health/Welfare [1]		$ 11.45	$ 11.45	$ 11.45	
Pension [1]		$ 10.65	$ 10.65	$ 10.65	
Vacation/Holiday		$ 3.55	$ 3.55	$ 3.55	
Training/Certification [1]		$ 1.00	$ 1.00	$ 1.00	
Other		$ 0.39	$ 0.39	$ 0.39	
Fringe Benefits Subtotal		$ 27.04	$ 27.04	$ 27.04	
Total PW Hourly Rate		$ 75.23	$ 99.33	$ 123.42	*= Base Labor Rate + Fring Benefits*
Burden: Taxes & Insurance [2]					
FICA	0.0620	$ 2.99	$ 4.48	$ 5.98	
Medicare	0.0145	$ 0.70	$ 1.05	$ 1.40	
FUTA	0.0270	$ 1.30	$ 1.95	$ 2.60	
SUTA	0.0620	$ 2.99	$ 4.48	$ 5.98	*Maximum - 0.062.*
Workers Compensation 1	0.0965	$ 4.65	$ 4.65	$ 4.65	*Usually less than 11%; can request policy.*
Burden Subtotal		$ 12.63	$ 16.61	$ 20.60	
Contractor Liability Insurance	0.0500	$ 2.41	$ 2.41	$ 2.41	
Subsistenc		$ 3.75	$ -	$ -	
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		$ -	$ -	$ -	
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		**$ 94.02**	**$ 118.35**	**$ 146.43**	*= 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:

Breakdown of Costs

McKinna Elementary School Reconstruction

Description	Qty	Unit	Unit Price	Ext. Price	Unit M-H's	Ext. Labor
2" PVC s40 pipe	300	ft	$1.05	$315.00		0.00
2" PVC s40 45 deg ell	4	ea	$2.11	$8.44		0.00
2" PVC s40 90 deg ell	4	ea	$1.95	$7.80		0.00
2" x 12" PVC s80 nipple	1	ea	$7.60	$7.60		0.00
2" PVC s40 cplng	2	ea	$1.57	$3.14		0.00
PVC primer	1	ea	$35.30	$35.30		0.00
PVC glue	1	ea	$28.97	$28.97		0.00
UG detectable tape	1	roll	$55.79	$55.79		0.00
12 ga. tracer wire	1	roll	$125.00	$125.00		0.00
2" GV thrd	1	ea	$72.55	$72.55		0.00
2" RPBFP w/ BVs	1	ea	$958.23	$958.23		0.00
2" galv. union	2	ea	$40.25	$80.50		0.00
2" x 48" s40 Galv. pipe nipple	2	ea	$65.78	$131.56		0.00
2" x 24" s40 Galv. pipe nipple	4	ea	$41.69	$166.76		0.00
2" galv. MI 90 deg ell	4	ea	$24.97	$99.88		0.00
2" stl cplng	2	ea	$58.33	$116.66		0.00
12" x 2" IP brs saddle	1	ea	$329.83	$329.83		0.00
2" MIP x FIP ball corp stop	1	ea	$287.25	$287.25		0.00
Valve box	1	ea	$275.00	$275.00		0.00
Sand	20	tn	$25.00	$500.00		0.00
2" Water Meter Box	1	ea	$350.00	$350.00		0.00
2" Copper "K" pipe	40	ft	$8.78	$351.20		0.00
2" Copper "K" 90 deg ell	1	ea	$7.86	$7.86		0.00
2" Copper "K" 45 deg ell	1	ea	$7.36	$7.36		0.00
2" Copper "K" cplng	2	ea	$4.54	$9.08		0.00
2-sack Slurry	10	tn	$90.00	$900.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
				$0.00		0.00
TOTALS				$5,230.76		-

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, #: 012	Date Submitted: 05/08/19	Attached Pages?: ☐ No ☒ Yes (31 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):
Addition of pathway from J street to N street side of campus. Addition of planter with monument and marquee sign in north east corner of site. Civil latest plan revisions for city plan review included for reference.

List of DSA approved drawings affected by this CCD: C001-2, C100-3, C201-2, C300-4, C401-10, L002-4, L008, A001-3, A013

DSA USE ONLY

SSS PF Date 6/18/19 [Approved] / Disapproved / Not Req'd

FLS _____ Date _____ Approved / Disapproved / [Not Req'd]

ACS AK Date 5/23/19 [Approved] / Disapproved / Not Req'd

Remarks _____

For business office use only

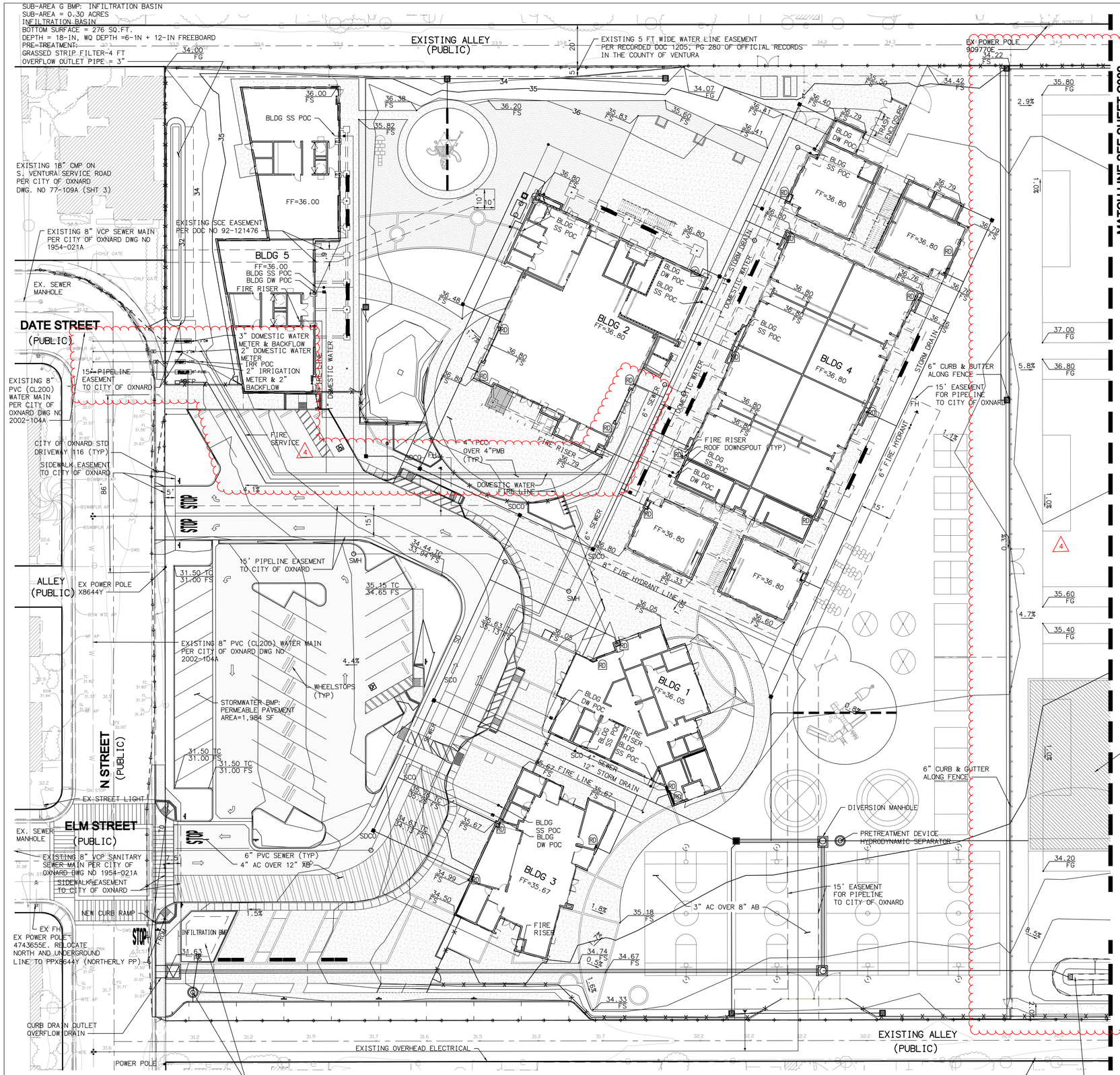
Date Sent _____

Return By _____

Delivery Method _____

APPROVED
DIV. OF THE STATE ARCHITECT
APP. 03-118371 CCD012
REVIEWED FOR:
SS ☑ FLS ☐ ACS ☑
DATE: 06/18/2019

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



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

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___

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

DELANE ENGINEERING
2121 WALNUT AVENUE, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.345.3711-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

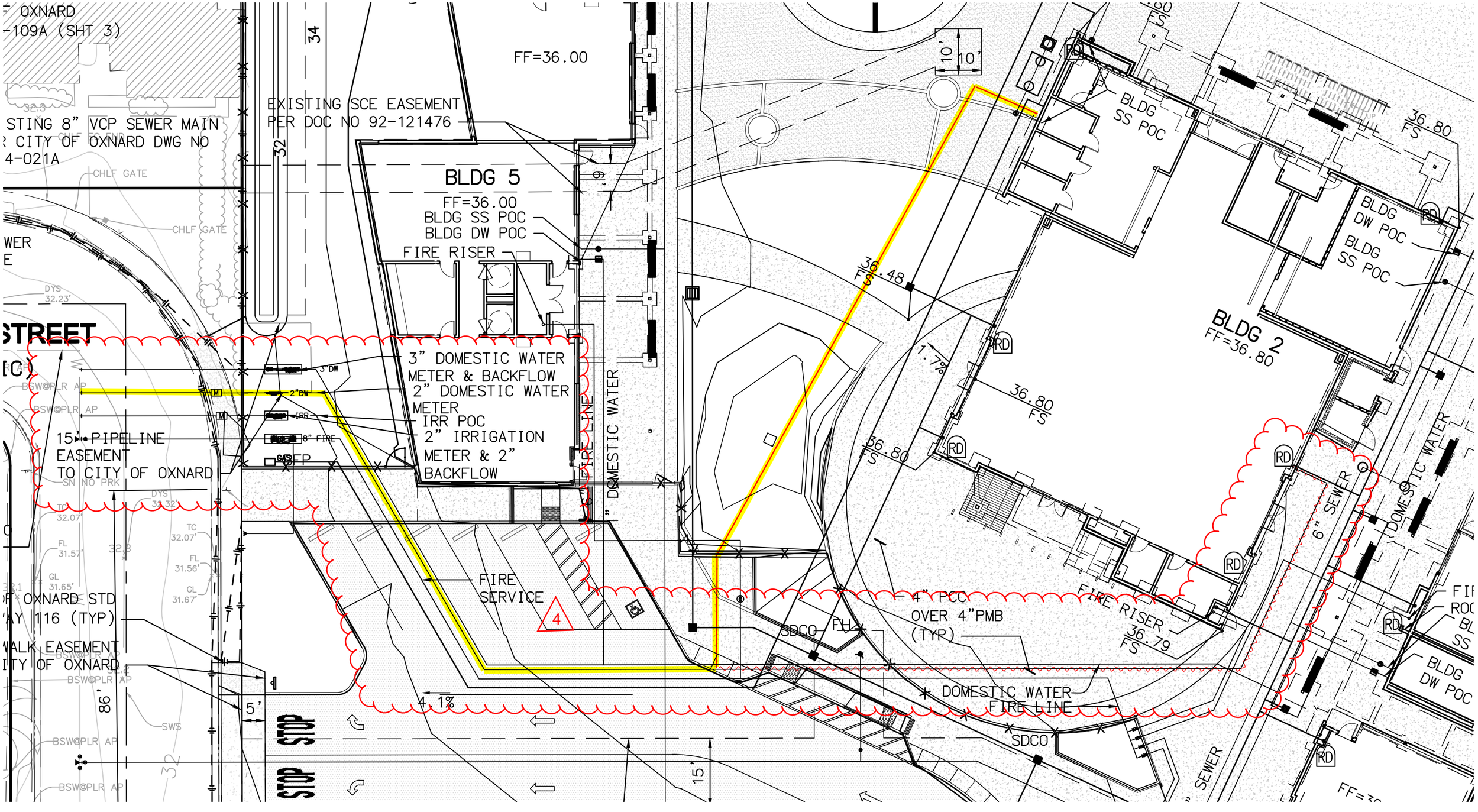
CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMITTAL

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

C001

PLOT DATE: 6/6/19 3:03 PM FILE NAME: D:\CLOUDSTATION\DELANE\MYDRIVE\PDATA\01157\CAD\LAND\DL\CONSTRUCTION DOCUMENTS\C01157-CD-C001.DWG
SAVE DATE: 6/6/19 DEBBIE TALAMANTES


OXNARD
-109A (SHT 3)
STING 8" VCP SEWER MAIN
CITY OF OXNARD DWG NO
4-021A
CHLF GATE
CHLF GATE
WER
E
STREET
(C)
BSW@PLR AP
BSW@PLR AP
15' PIPELINE
EASEMENT
TO CITY OF OXNARD
SN NO PRK
OF OXNARD STD
AY 116 (TYP)
WALK EASEMENT
ITY OF OXNARD
BSW@PLR AP
BSW@PLR AP
BSW@PLR AP
SWS
5'
98'
32
34
32
EXISTING SCE EASEMENT
PER DOC NO 92-121476
FF=36.00
BLDG 5
FF=36.00
BLDG SS POC
BLDG DW POC
FIRE RISER
3" DOMESTIC WATER
METER & BACKFLOW
2" DOMESTIC WATER
METER
IRR POC
2" IRRIGATION
METER & 2"
BACKFLOW
3"DW
2"DW
IRR
8" FIRE
GAS
FP
FIRE LINE
" DOMESTIC WATER
FIRE
SERVICE
4
4.1%
15'
STOP
STOP
10'
10'
FL 36.48
1.7%
36.80
FS
36.80
FS
RD
BLDG
SS POC
36.80
FS
BLDG
DW POC
BLDG
SS POC
BLDG 2
FF=36.80
6" SEWER
DOMESTIC WATER
4" PCC
OVER 4"PMB
(TYP)
FIRE RISER
36.79
FS
SDCO
FH
DOMESTIC WATER
FIRE LINE
SDCO
" SEWER
BLDG
DW POC
FF=36

CONTINGENCY ALLOCATION REQUEST

CAR No. 212 R0

Project: McKinna Elementary School Reconstruction

Date: 3/19/2020

DESCRIPTION OF WORK

RFI 399 - Make-up Air Unit Drain Line

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-1,779
	Subtotal:	-1,779

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	1,779
	Subtotal:	1,779

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 10
REQUEST DATE: 11/06/2019
REQUESTED BY: Ricardo Angeles Jr.
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
HPS PCO 10 - Per RFI 399 - Make-Up Air Unit Drain	1,779.00

Remarks

**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 **$1,779.00**

The Contract Time will be changed by **1** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 11-7-2019
By (Print) Jay Buenviaje
Signature
Title Project Manager

Change Order

Date: 11/7/2019

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2439
Description	Per RFI 399 Response - Make Up Air Unit Drain Line
HPS PCO #	10
EXBON 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*				8.00	92.34	$ 738.72			
Chevy 2500 Work Truck		1	*ea*							8.00	$ 38.38	$ 307.04
MATERIALS					$ -							
See attached invoice		1	*LS*	$464.00	$ 464.00							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 464.00**	**$ -**			**$ 738.72**			**$ 307.04**

Labor		$ 738.72
Equipment		$ 307.04
Subcontractors		$ -
Material		$ 464.00
OT Premium	30 %	
Sales Tax @	7.975 %	$ 37.00
	0 %	$ -
Delivery/Freight		
SUBTOTAL		$ 1,546.76
OH MARKUPS		
Labor	15 %	$ 110.81
Material	15 %	$ 75.15
Equipment	15 %	$ 46.06
Subcontracts & Others	15 %	$ -
	%	$ -
TOTAL		**1,779**

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:

Jun Angeles

From: Stephen.Colvin@Ferguson.com
Sent: Thursday, November 7, 2019 12:09 PM
To: stephen.colvin@ferguson.com
Subject: Email Bid# B113815

Price Quotation # B113815

FEL BAKERSFIELD #1014

6300 DISTRICT BLVD.
BAKERSFIELD, CA 93313

Phone : 661-396-3200
Fax : 661-397-5580

Bid No.....: B113815
Bid Date...: 11/07/19
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#..:

Job Name.:

Item	Description	Quantity	Net Price	UM	Total
LHARDG10	1 X 10 L HARD COP TUBE	30	330.620	C	99.19
BDB10	DB10 DURABLOK RTU CHAN SUPP	5	22.376	EA	111.88
	1-2 BUS DAY LEAD				
FNW7816Y0112	1-1/8 OD PLTD CUSH TUBE STRUT CLMP	5	2.109	EA	10.55
V77412	LF 1 PXPXP TEE	1	12.113	EA	12.11
V79165	LF 1X1 BRZ PXF DIELEC UNION	2	53.703	EA	107.41
	1-2 BUS DAY LEAD				
V77027	LF 1 PXP SR 90 ELL	4	7.973	EA	31.89
V77028	LF 1 PXP SR 45 ELL	2	11.210	EA	22.42
PFXCHGT24	LF 1 FIP 24 SS COR WHTR CONN	1	22.988	EA	22.99
	PLEASE SPECIFY FLEX				
V78057	LF 1 PXP COUP W/ ST	2	6.773	EA	13.55
FNWX432G	LF 1 BRS PXP FP BV WTR	1	32.450	EA	32.45

Subtotal:	$464.44
Inbound Freight:	$0.00
Tax:	$33.67
Order Total:	$498.11

Item Code	Description	Notice

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 399

Project: McKinna Elementary School Reconstruction

Date: 11-01-19
Discipline: Plumbing

Subject: Make-Up Air Unit Drain Line

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
P400, P401		

QUESTION

Per plan, the MU2-1 located on the roof of the MPR does not show any drain lines. There is a primary drain and overflow that will need to be piped. Piping above the ceiling will not be an option as the roof and classroom walls are already complete. Please clarify if it is acceptable to run the drain piping on the roof using durablocks and drain to roof drain sump.

ANSWER

Proposed contractor suggestion is acceptable.

Vicky Reyes Design
West Engineering
11-05-2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
HPS Mechanical Inc	Jay Buenviaje	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: Jay Buenviaje - HPS Mechanical Inc - Author Number:
Submitted By: Arvind Balaji - Bernards

REQUEST FOR INFORMATION

RFI No.: 399

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

Date: 11-01-19
Discipline: Plumbing

Subject: Make-Up Air Unit Drain Line

Response Requested By: 11-08-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
P400, P401		

QUESTION

Per plan, the MU2-1 located on the roof of the MPR does not show any drain lines. There is a primary drain and overflow that will need to be piped. Piping above the ceiling will not be an option as the roof and classroom walls are already complete. Please clarify if it is acceptable to run the drain piping on the roof using durablocks and drain to roof drain sump.

ANSWER

Proposed contractor suggestion is acceptable.

Response Provided By:	Name	Company	Date
	Vicky Reyes	Design West Engineering	11-05-2019

Question Initiated By: Jay Buenviaje - HPS Mechanical Inc - Author Number:
Submitted By: Arvind Balaji - Bernards

CONTINGENCY ALLOCATION REQUEST

CAR No. 213 R0

Project: McKinna Elementary School Reconstruction

Date: 3/19/2020

DESCRIPTION OF WORK

B Permit - Furnish 3" Water Meter

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,919
	Subtotal:	-3,919

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	3,919
	Subtotal:	3,919

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 4
REQUEST DATE: 10/01/2019
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
Furnish 3in. water meter	3,919.00

Remarks

**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 **$3,919.00**

The Contract Time will be changed by **0** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 10/01/19
By (Print) Jay Buenviaje
Signature
Title P.M.

Change Order

Date: 10/1/2019

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2438 - Site Utilities
Description	Furnish 3in. Flg. Water Meter
HPS PCO #	4
BERNARDS PCO #	

Description		*Quantity*	*Units*	*Material*	*Material*	*Subs*	*Manhours*	*Rate*	*Labor Total*	*Equip*	*Eq. Cost/Hr*	*Equip. Total*
				MATERIALS	MATERIALS	SUBCONTRACTORS						
LABOR & EQUIPMENT												
MATERIALS												
3" Water Meter (LF 3 OMNI C2)		1	*LS*	$3,162.67	$ 3,162.67							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 3,162.67**	**$ -**						

Labor		$ -
Equipment		$ -
Subcontractors		$ -
Material		$ 3,162.67
OT Premium	0 %	$ -
Sales Tax @	7.750 %	$ 245.11
Misc. Mat'ls	0 %	$ -
Delivery/Freight		$ -
SUBTOTAL		$ 3,407.78
OH MARKUPS		
Labor	15 %	$ -
Material	15 %	$ 511.17
Equipment	15 %	$ -
Subcontracts & Others	15 %	$ -
	%	$ -
TOTAL		**3,919**

FERGUSON WATERWORKS

FERGUSON WATERWORKS #1084
3681 MARKET ST
VENTURA, CA 93003-5107

Phone: 805-644-7279
Fax: 805-644-8079

Deliver To:
From: **Robert Calvillo**
Comments:

19:29:04 OCT 01 2019

FERGUSON WATERWORKS #1084
Price Quotation
Phone: 805-644-7279
Fax: 805-644-8079

Bid No: B351788
Bid Date: 10/01/19
Quoted By: RC

Cust Phone: 661-397-2121
Terms: 3% 10TH NET 25TH

Customer: HPS MECHANICAL INC
2438-MCKINNA ES
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Ship To: HPS MECHANICAL INC
2438-MCKINNA ES
3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

Cust PO#: 3 OMNI

Job Name: 2438 MCKINNA

Item	Description	Quantity	Net Price	UM	Total
SOMNI413	LF 3 OMNI C2 MTR 100CF MEAS IN 10THS	1	3162.670	EA	3162.67

Net Total:	$3162.67
Tax:	$260.92
Freight:	$0.00
Total:	$3423.59

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.

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=1083&on=25242

OXNARD CALIFORNIA

WATER TAPPING CARD

Location ID#_____ 230

Press firmly when completing this form.

DEVELOPMENT SERVICES

Plan Check: #_____

Verified By: _____

Address 1161 N STREET, OXNARD, CA 93033

Lot # _____ Blk _____ PM # _____ TR # _____

Within City? ☑ Yes ☐ No **Within MWD?** ☐ Yes ☐ No

Type ☑ Domestic ☐ Irrigation ☐ Fireline

Sub-Type ☐ Commercial ☐ Single Family ☐ Parks ☐ Multi-Family _____ No. of Units Served by this Meter

☐ Industrial ☑ Schools ☐ Restaurant ☐ Sewer Connection ☐ Other

Occupied as ELEMENTARY SCHOOL – DOMESTIC

Refuse ☑ Common ☐ Individual

Service Request

☑ Install Service & Meter *(See Condition A)* Meter Size 3" Cost: $_____

☐ Install Meter on Existing Service *(See Condition B)* Meter Size _____ Cost: $_____

☐ Abandoned Existing Meter Meter Size _____ Cost: $_____

Is Backflow Device Required? ☑ Yes ☐ No Make WATTS Model 957

Will pick up Jumper? ☐ Yes ☐ No If Yes, contact Water Resources at (805) 385-8152 to make an appointment for pick up

Do you need a fire hydrant meter? ☐ Yes ☑ No If Yes, contact Utility Billing at (805) 385-7816 for application and payment info

WATER DEPARTMENT

Date Installed _____ **By** _____

Meter Size _____ Make _____ Meter # _____ Reading _____ Reg # _____

Location of Tap _____ MXU # _____

Date Abandoned _____ **By** _____

Meter Size _____ Make _____ Meter # _____ Reading _____

Address: _____

CUSTOMER INFORMATION

I have received and read the instructions for a water meter or service installation and will promptly comply with them. I understand that jumpers will only be issued to customers with a completed tapping card on file. I further state that I am taking financial responsibility or providing responsible party's information for billing purposes.

Signature of Person Requesting Service

1055 S. "C" Street
Address – Street Name

John Cooper 805-385-1514
Print Name Telephone Number

Oxnard, CA 93030
City, State, Zip Code

COMPANY / INDIVIDUAL RESPONSIBLE FOR BILLING *(if different from above)*

Oxnard School District
Company / Name

1051 S. "A" Street
Billing Address – Street Name

Nida Fierro 805-385-1501
Contact Person Telephone Number

Oxnard, CA 93030
City, State, Zip Code

Special Instructions: _____

CITY OF OXNARD CALIFORNIA

WATER SERVICE AND METER INSTALLATION

CONDITION A - Service and Meter Installation by Water Department Personnel

1. Mark the proposed water service location with a letter "W" (4" tall). The service will be located in the middle of the "W". The letter should be painted (white or blue) or chiseled on the face or top of the curb. If there is no curb, paint the letter "W" on the street or alley surface.

2. Once the location has been marked, contact your Development Service Construction Inspector at (805) 385-7896 or (805) 247-8980. The service and meter will **not** be installed without first notifying your Public Works Inspector. You will need to provide the following information:
   - Location of the proposed water service
   - Name, address and telephone number of the contact person

NOTE: A completed Tapping Card must be on file in the Water Distribution Shop before any work can be initiated.

CONDITION B - Installation of Meters Only

1. A State licensed contractor with Class A license must install all water services and meter boxes. Encroachment permits and proof of Liability insurance naming city as additional insured must be presented before installation can be done. Water Resources will install water meters only ¾" up to 2". Please contact Water Resources at (805) 385-8152 for inspection and installation once these requirements are met.

¾" up to 2"	Water Services - Use Plates 304 and 305
¾" up to 2"	Meter Boxes - Reference Plates 306 and 318
3" and up	Service and Meter - Use Plate 317 or 310

The Water Dept will not install water meters unless meter boxes are in compliance with the specifications and installation requirements. All water services must remain off at the curb until a water meter has been installed.

2. Completed Tapping Cards must be on file in the Water Resources before any jumpers can be issued. Jumpers may be picked up at the Water Resources located at 251 S. Hayes Ave., Oxnard, CA.
3. Please call Water Resources Mon-Fri 7am-5: 30 pm at (805) 385-8152 to schedule for a pick up.

REGULATIONS

1. The City of Oxnard is not responsible for any damages or errors caused on the project by the contractors.

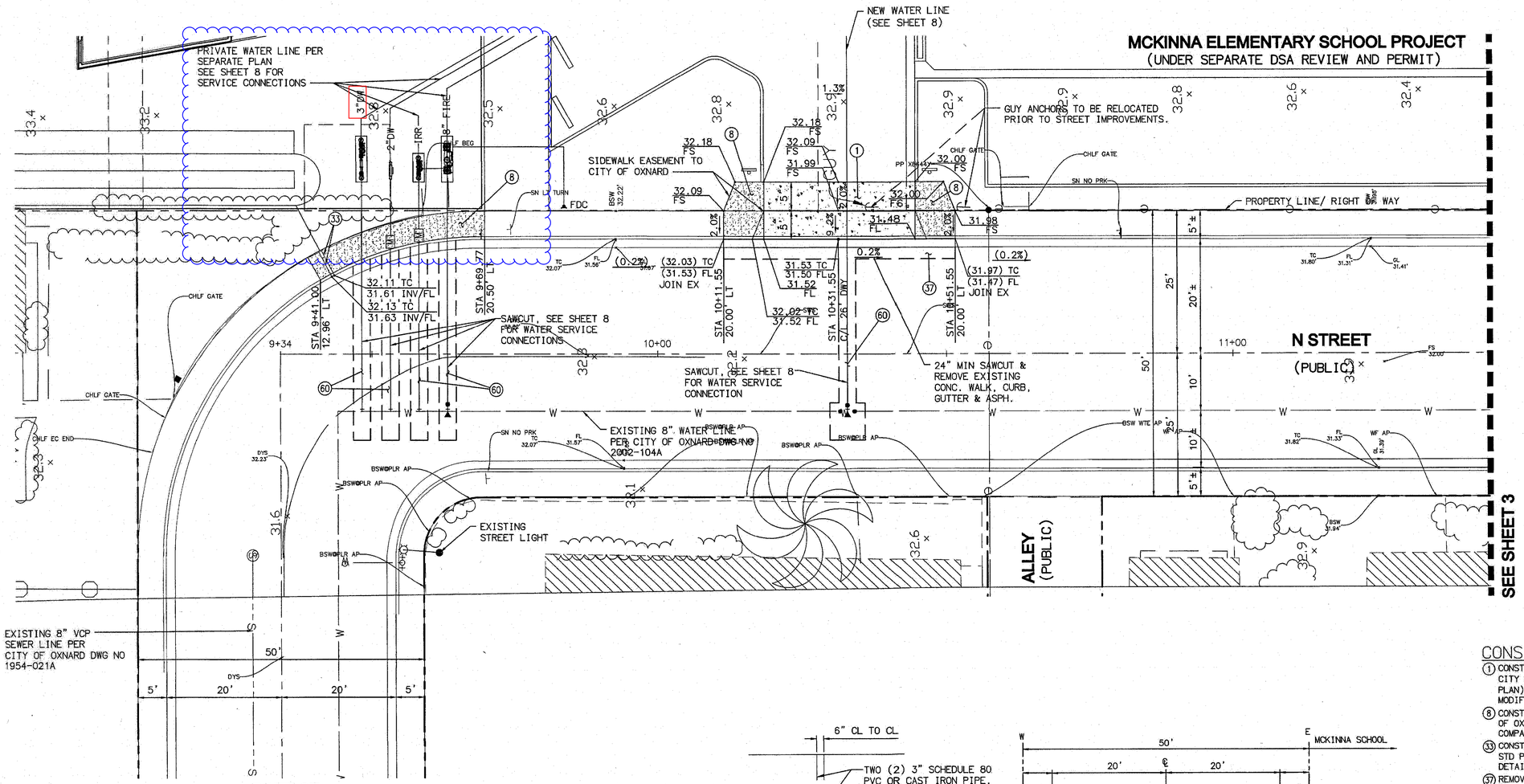
2. If the water meter becomes damaged or lost at any time during construction, the contractor or builder **will be charged for a replacement.**

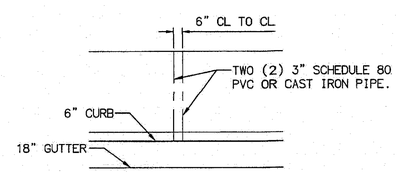
   Per OCC Sec. 22-27 – "All services and meters shall remain the property of the water division. The expense of maintenance, repair and renewal due to normal wear and tear shall be borne by the water division except that expenses incurred by an act, careless or otherwise on the part of the customer, or any member of his/her family, or any person in his/her employ, or any of his tenants, shall be charged to such customer."

3. Water Meters shall be installed at the address indicated on the application to prevent billing errors. Water meters relocated to another address shall be considered tampering with the utility equipment.

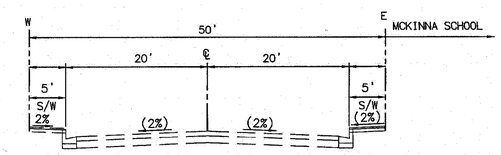
   Per OCC Sec. 22-4 – "No person shall open, meddle with, tap, break, turn off or on, damage or endanger any fire hydrant, valve, water service, meter, main pipe or facility used in connection with the city water system, without prior permission of the public works director. Any person authorized to operate fire hydrants shall use only an approved spanner wrench. Except in emergencies, no water shall be drawn from a fire hydrant without the use of an auxiliary control valve. "

4. **Per OCC Sec. 22-8** – "Any person who violates any provision of this chapter is guilty of a misdemeanor, and is subject to the penalties…"





A SIDEWALK DRAIN PIPE
INSPECTION BY DSA N.T.S.



N STREET (PUBLIC)
NTS

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
8. CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
33. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON
37. REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH,TACK COAT 0.10 GAL/SY SS-1H ALL VERTICAL SURFACES.
60. TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602

10 5 0 10 20 30
SCALE: 1"=10'

NP 18-02
HTE 17-5135

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE 310.646.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20 7/23/19 DATE

REGISTERED PROFESSIONAL ENGINEER SCOTT DELANE UHLES No C 72391 CIVIL STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7-31-19 DATE
DATE

OXNARD DEVELOPMENT SERVICES DEPARTMENT

McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

ACCEPTED BY: CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) 7-31-19 DATE
SCALE: HORIZ.: VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 2 OF 10
DRAWING NUMBER 18-06A

PLOT DATE: 5/23/19 4:49 PM FILE NAME: D:\CLOUDSTATION\DELANEENG\ROOT\DATA\011D157\CAD\LAND\ALL\CONSTRUCTION DOCUMENT\CITY\ST-402.DWG

SAVE DATE: 5/23/19 DEBBIE TALAMA

CONTINGENCY ALLOCATION REQUEST

CAR No. 216 R0

Project: McKinna Elementary School Reconstruction

Date: 3/19/2020

DESCRIPTION OF WORK

So Cal Gas request Move Gas Line POC

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,530
	Subtotal:	-2,530

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	HPS Mechanical Inc	2,530
	Subtotal:	2,530

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Signature

Printed Name & Title

Date

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 7A
REQUEST DATE: 01/02/2020
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**
Move gas line P.O.C. at west side of Bldg. B	2,530.00

Remarks
Revised to reflect correct labor rates.

See attached T&M sheet.

**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 **$2,530.00**

The Contract Time will be changed by **0** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date 01/28/2020
By (Print) Jay Buenviaje
Signature
Title P.M.

Change Order

Date: 1/28/2020

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2438 - Site Utilities
Description	Move Gas Line P.O.C. @ West Side of Bldg. 5
HPS PCO #	7A
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*				7.00	96.09	$ 672.63			
Apprentice 3rd		1	*ea*				7.00	59.25	$ 414.75			
Mini Excavator 304		1	*ea*							7	$ 29.99	$ 209.93
Chevy 2500 Work Truck		1	*ea*							7	$ 38.38	$ 268.66
Whacker		1	*ea*							7	$ 3.33	$ 23.31
MATERIALS												
1" PE Pipe		65	*ft*	$0.68	$ 43.94							
1" straight transition ftgs.		1	*ea*	$ 26.11	$ 26.11							
1" PE Shark bite cplngs		2	*ea*	$ 34.22	$ 68.43							
1" blk steel cap		1	*ea*	$ 2.23	$ 2.23							
Tacer wire		65	*ft*	$ 0.42	$ 26.98							
Metallic gorund warning tape		65	*ft*	$ 0.26	$ 16.71							
Sand		12.5	*tn*	$ 25.00	$ 312.50							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 496.89**	**$ -**			**$ 1,087.38**			**$ 501.90**

Labor		$ 1,087.38
Equipment		$ 501.90
Subcontractors		$ -
Material		$ 496.89
OT Premium	0 %	$ -
Sales Tax @	7.750 %	$ 38.51
Misc. Mat'ls	0 %	$ -
Delivery/Freight		$ 75.00
SUBTOTAL		$ 2,199.68
OH MARKUPS		
Labor	15 %	$ 163.11
Material	15 %	$ 80.31
Equipment	15 %	$ 75.29
Subcontracts & Others	15 %	$ 11.25
	%	$ -
TOTAL		**2,530**

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 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:

Arvind Balaji

From: Mario Mera <MMera@cfwinc.com>
Sent: Friday, January 17, 2020 1:05 PM
To: Arvind Balaji
Cc: Jaime Pace; Terry Root; Mitch Michaelis
Subject: RE: McKinna ES: Gas line extended to the new POC

External Mail Source

Thank you very much.

-----Original Message-----
From: Arvind Balaji <ABalaji@bernards.com>
Sent: Friday, January 17, 2020 11:02 AM
To: Mario Mera <MMera@cfwinc.com>
Cc: Jaime Pace <jpace@bernards.com>; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>
Subject: McKinna ES: Gas line extended to the new POC

FYI, Mario.

#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: Karling Aguilera-Fort **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Personnel Agreement

Consideration of Employment Agreement: Assistant Superintendent, Human Resources and Support Services– Dr. Victor Torres (Dr. Aguilera-Fort)

At the last board meeting, the Board of Trustees appointed Dr. Victor Torres to the position of Assistant Superintendent, Human Resources and Support Services. This board item is for the review and approval of the employment agreement for Dr. Victor Torres as Assistant Superintendent, Human Resources and Support Services.

FISCAL IMPACT:

Annual Salary $174,331.18 per year for the term of the attached agreement, to be paid out of the General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the employment agreement for Dr. Victor Torres as Assistant Superintendent, Human Resources and Support Services, as presented.

ADDITIONAL MATERIALS:

Attached: Employment Agreement for Asst Supt HR Victor Torres

EMPLOYMENT AGREEMENT
FOR ASSISTANT SUPERINTENDENT,
HUMAN RESOURCES AND SUPPORT SERVICES
OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the ___ day of August, 2020, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Victor Torres ("Assistant Superintendent"), and constitutes a bilateral and binding Contract between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Assistant Superintendent agree to the following:

1. TERM OF AGREEMENT: The District hereby employs Victor Torres as the District's Assistant Superintendent for a term commencing August 31, 2020 and ending June 30, 2022, subject to the terms and conditions set forth herein.

2. DUTIES AND RESPONSIBILITIES

   2.1 The Assistant Superintendent shall faithfully perform the duties and responsibilities of the Assistant Superintendent of Human Resources and Support Services as imposed by the laws of the state of California and as further described in the District's job description. (Exhibit A, attached hereto and incorporated herein by reference). Such duties shall be performed under the supervision and direction of the District Superintendent.

   2.2 All powers and duties that may lawfully be delegated to the Assistant Superintendent are to be performed and executed by the Assistant Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.

   2.3 The Assistant Superintendent shall devote his productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.

   2.4 The Assistant Superintendent shall have a work year consisting of 260 work days inclusive of 25 vacation days plus 15 legal and school holidays.

   2.5 The Assistant Superintendent shall also perform such other duties that are consistent with his qualifications as may be assigned to him from time to time by the District Superintendent.

3. OUTSIDE PROFESSIONAL ACTIVITIES: The Assistant Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Assistant Superintendent's performance of his duties under this Agreement.

4. SALARY:

4.1 The salary of the Assistant Superintendent shall be one hundred seventy-four thousand three hundred thirty-one dollars and eighteen cents ($174,331.18) per year for the term of this Agreement, payable on the last working day of each calendar month.

4.2 The Board reserves the right to increase the annual salary of the Assistant Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Assistant Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by July 1st, of each year of this Agreement. The Superintendent shall endeavor to perform an assessment by March 1st of each year to determine whether the goals and objectives have been satisfied. The assessment shall be completed by no later than June 30th of each year. The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.

5. HEALTH BENEFITS:

5.1 The Assistant Superintendent may participate in the Districts provided health and welfare benefits at the same level provided to certificated management employees of the District. In lieu of participating in the District's health and welfare benefits, the Assistant Superintendent may elect to have the cash equivalent (at the capped certificated management level) contributed to a 403(b) plan.

6. SICK LEAVE: The Assistant Superintendent shall receive twelve (12) days paid sick leave per year.

7. VACATION:

7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid by June 30th of each year of this Agreement.

7.2 In addition, the Assistant Superintendent is entitled to the same holidays granted management employees.

7.3 In the event of termination of this Agreement, the Assistant Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.

8. EXPENSES: In accordance with its policies, the District shall reimburse the Assistant Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Assistant Superintendent duties, including but not limited to expenses related to conferences, seminars, and travel. The Assistant Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

9. TRANSPORTATION: The Assistant Superintendent shall also be reimbursed for all his actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.

10. PROFESSIONAL GROWTH

10.1 The District encourages the Assistant Superintendent to endeavor to continue his professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Assistant Superintendent to perform his professional duties. The Assistant Superintendent shall request permission from the Superintendent for his attendance at out-of-state meetings and periodically report to the Superintendent his appraisal of the meetings. All out-of-state travel must be approved by the Board of Trustees.

10.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.

10.3 The Assistant Superintendent shall provide the District with a record of his participation in any activities held outside the County and a copy of receipts for the costs involved.

10.4 The Assistant Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.

10.5 The District shall pay the Assistant Superintendent's annual dues to two (2) professional organizations of the Assistant Superintendent's choice.

11. PROFESSIONAL LIABILITY

11.1 The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Assistant Superintendent for any incident arising out of the course and scope of his employment, provided, however, that if the District is providing a defense for the Assistant Superintendent on a matter which the Board deems in the best interest of the District to settle, the Assistant Superintendent agrees to assume full responsibility for his own defense should he pursue the matter.

11.2 The provisions of Article 11 shall not apply to any action brought against the Assistant Superintendent for a breach of or

dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. GOALS AND OBJECTIVES: Within six months of the effective date of this Agreement, the Assistant Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Assistant Superintendent. These goals and objectives shall be among the criteria by which the Assistant Superintendent is evaluated pursuant to Article 13 below.

13. REPORTING AND EVALUATION

13.1 The Superintendent shall evaluate and assess, in writing, the performance of the Assistant Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.

13.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such

14. REPRESENTATION AND WARRANTIES

14.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Assistant Superintendent has made certain representations and warranties regarding his abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.

14.2 The Assistant Superintendent represents and warrants that the oral and written information he has submitted to the District regarding his qualifications, educational achievements, and degrees is true and correct.

14.3 The Assistant Superintendent represents and warrants that he has the full authority and right to enter into this Agreement without creating liability against himself and/or the District to any persons or entity not a party to this Agreement.

15. TERMINATION OF EMPLOYMENT

15.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual

agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

15.2 Termination for Cause

15.2.1.1 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Assistant Superintendent. Cause, under this Agreement is defined as any of the following:

15.2.1.2 The failure or inability of the Assistant Superintendent to perform any substantial duties required under this Agreement, including failure to meet the written Goals and Objectives.

15.2.1.3 The commission by the Assistant Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

15.2.1.4 A substantial breach of any covenant or condition of this Agreement by the Assistant Superintendent, or a substantial breach of any representation or warranty made by the Assistant Superintendent in this Agreement.

15.2.1.5 The commission or omission of any act by the Assistant Superintendent which could constitute a permissible "for cause" termination under federal or California law.

15.2.1.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Assistant Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Assistant Superintendent's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

15.3 Termination At Will/ Without Cause

15.3.1.1 The District reserves the right to terminate this Agreement "at will," without alleging or demonstrating cause and without the consent of the Assistant Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.

15.3.2 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement "at will" the District shall pay a maximum cash settlement, concurrently with the termination of the Assistant Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only. The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.

15.3.3 The Assistant Superintendent agrees that the liquidated damages described in Article 15.3.2 constitute his sole and exclusive remedy for any "at will" termination of this Agreement by the District, and that he waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.

15.3.4 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.2, the Assistant Superintendent shall:

15.3.4.1 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

15.3.4.2 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

15.3.4.3 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Assistant Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by his must have materially affected his settlement with the debtor."

15.3.5 The Assistant Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Assistant Superintendent, but shall not exceed thirty days beyond the date of notice unless otherwise approved by the Board.

15.3.6 The District shall not be required to pay the liquidated damages described in Article 15.3.2 in the event that the Assistant Superintendent exercises his right to unilaterally terminate this Agreement.

15.3.7 Should the Assistant Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, he shall indicate to the Superintendent in writing, his intention to do so.

15.3.8 Abuse of Office Provisions. In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Assistant Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of the Assistant Superintendent's office or position. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense.

16. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Assistant Superintendent of its intent to continue to employ the Assistant Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Assistant Superintendent with notification of its intent not to renew the

Agreement in writing and delivered not later than forty-five (45) days prior to the termination date of this Agreement including any and all amendments.

This is agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation, unless the Board gives written notice of nonrenewal to the Assistant Superintendent at least forty-five (45) days prior to its expiration.

17. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.

18. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.

19. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and policies are hereby made a part of this Agreement as though fully set forth at this point.

20. VENUE. If a dispute is arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.

21. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.

22. COUNTERPARTS. The District and the Assistant Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By:_____
Monica Madrigal Lopez, Board President

President of the Board of Trustees, I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Assistant Superintendent of Human Resources and Support Services of the Oxnard School District.

Date of Acceptance: _____, 2020 _____

Victor Torres

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Personnel Agreement

Consideration of Amendment #1 to Employment Agreement: Superintendent, Dr. Karling Aguilera-Fort (Madrigal-Lopez)

Having completed the annual evaluation process for the Superintendent, the Board seeks to amend the employment agreement of the Superintendent to extend the term by one additional year. This board item is for the review and approval of the extension of employment contract for Dr. Aguilera-Fort as Superintendent.

FISCAL IMPACT:

The amendment extends all terms one additional year.

RECOMMENDATION:

It is the recommendation of the Board President that the Board of Trustees approve the extension of employment agreement for Dr. Karling Aguilera-Fort as Superintendent as presented.

ADDITIONAL MATERIALS:

Attached: **Amendment 1, Employment Agreement Between the Superintendent and Oxnard School District**

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. KARLING AGUILERA-FORT, SUPERINTENDENT

This First Amendment to the Employment Agreement ("First Amendment") is made and entered into this ___ day of August, 2020 between the Oxnard School District ("District") and Dr. Karling Aguilera-Fort, Superintendent ("Superintendent"). This First Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2020 as follows:

Article 1- TERM

1 TERM OF AGREEMENT: The District hereby employs the District Superintendent and the District Superintendent agrees to be employed as Oxnard School District Superintendent for a term of three (3) years commencing July 1, 2020, and ending June 30, 2023, subject to the terms and conditions set forth herein. For purposes of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be three (3) years.

For the Board of Trustees:

By: _____
Monica Madrigal Lopez, Board President

Date of Acceptance: _____ _____
Dr. Karling Aguilera-Fort, Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-65 with Children's Therapy Network (DeGenna/Edwards)

At the Board Meeting of August 07, 2019, the Board of Trustees approved Agreement #19-65 with Children's Therapy Network, to provide supplemental staffing services to support private school students for the 2019-2020 school year, including Extended School year, in the amount of $5,000.00.

At the Board meeting of April 1, 2020, the Board of Trustees ratified Amendment #1, in the amount of $10,000.00, to increase the number of private school students receiving services for the 2019-2020 school year, for a new total agreement amount of $15,000.00.

Amendment #2, in the amount of $3,200.00, is required to adjust the final total through the end of the 2019-2020 fiscal year, for a new total agreement amount of $18,200.00.

FISCAL IMPACT:

$3,200.00 – Special Education Services

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #2 to Agreement #19-65 with Children's Therapy Network.

ADDITIONAL MATERIALS:

Attached: Amendment #2 (1 Page)
Amendment #1 (1 Page)
Agreement #19-65, Children's Therapy Network (7 Pages)

Amendment #2 to Agreement #19-65 with
Children's Therapy Network
August 19, 2020

At the Board Meeting of August 07, 2019, the Board of Trustees approved Agreement #19-65 with Children's Therapy Network, to provide supplemental staffing services to support private school students for the 2019-2020 school year, including Extended School year, in the amount of $5,000.00.

At the Board meeting of April 1, 2020, the Board of Trustees ratified Amendment #1, in the amount of $10,000.00, to increase the number of private school students receiving services for the 2019-2020 school year, for a new total agreement amount of $15,000.00.

Amendment #2, in the amount of $3,200.00, is required to adjust the final total through the end of the 2019-2020 fiscal year, for a new total agreement amount of $18,200.00.

CHILDREN'S THERAPY NETWORK:

By: _____ Date: _____
Cassandra Woods

OXNARD SCHOOL DISTRICT:

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

Amendment #1 to Agreement #19-65 with
Children's Therapy Network
~~March 18, 2020~~ April 1, 2020

At the Board Meeting of August 07, 2019, the Board of Trustees approved Agreement #19-65 with Children's Therapy Network, to provide supplemental staffing services to support private school students for the 2019-2020 school year, including Extended School year, in the amount of $5,000.00.

Amendment #1, in the amount of $10,000.00, will increase the number of private school students receiving services for the 2019-2020 school year, for a revised total agreement amount of $15,000.00.

CHILDREN'S THERAPY NETWORK:

By: _____ Date: 3-5-2020
Cassandra Woods

OXNARD SCHOOL DISTRICT:

By: _____ Date: 03-24-2020
~~Lisa A. Foxx, Director, Purchasing~~
Janet Penanhoat
Asst. Supt., Business & Fiscal Services

OSD AGREEMENT #19-65

Children's Therapy Network

HELPING CHILDREN GROW

(805) 667-8200 www.ChildrensTherapyNetwork.net

AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of August 2019 by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and Oxnard School District (Private Schools) ("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 Agreement shall be for a period of 12 months beginning August 1, 2019 through July 31, 2020, 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.

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 $ 125.00 per discipline service, per hour, per student.
   b. Group treatment (2-4 students) $85.00 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 $125 per hour billed as IEP time. CTN's fees shall be paid monthly 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 $125.00.

4. Administrative time will be paid at the hourly rate of $125.00 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 $125.00 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 $125.00 for drive time for CTN therapists to commute to and from CTN office to the school location when location of student is more than 25 miles from a CTN office.

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

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

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 department, 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, damages 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

C Woods-Pierce DPT, PT, CCC
Contractor Signature and Title

5/31/2019
Date:

Agency:
Oxnard School District (Private schools)
1051 A St.
Oxnard Ca 93030

Lisa A. Franz
Lisa A. Franz, Director, Purchasing
Agency Signature and Title

8-12-19
Date:

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

ADDENDUM TO Oxnard School District (Private)

This Addendum (this **"Addendum"**) is entered in by Children's Therapy Network, Inc., a California Corporation **("CTN")**, and **Oxnard School District** (Private) **("Recipient"),** and is an addendum to and supplements that certain agreement between CTN and Recipient dated August 7, 2019 **("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 (Private)

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

2019 NPA SPECIAL EDUCATION AND RELATED FEES

Children's Therapy Network Inc.
NPA Name

5/23/2019
Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	**Service Abbreviation**	**Fees**			**Time Allotment (i.e. per hour, day, or month?)**
		Individual	***Group***	***Consult***	
Adapted Physical Education	APE				
Assistive Technology Services	ATS				
Audiological Services	AS				
Behavior Intervention – Design or Planning	BID				
Behavior Intervention – Implementation	BII				
Physical/Occupational/Speech Therapy Evaluation with Report (Attendance of IEP meeting billed at the hourly rate)	EVAL	$500.00	na	na	Flat Rate for Eval
Early Education Programs for Children with Disabilities	EE	$125.00	$85.00 per child	$100.00	per unit hour
Language and Speech Development and Remediation	LSDR	$125.00	$85.00 per child	$100.00	per unit hour
Occupational Therapy Services	OT	$125.00	$85.00 per child	$100.00	per unit hour
Parent Counseling and Training	PCT				
Physical Therapy Services	PT	$125.00	$85.00 per child	$100.00	per unit hour
Psychological Services Other Than Assessment and IEP Development	PS				
Recreation Services	RS	$95.00	$65.00 per child	$95.00	per unit hour
Specialized Driver Training Instruction	SDTI				
Briefly name Low Incidence:					
Transcriber Services	TS				
Vision Services	VS				
Other Related Service ***(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 NPA04b of this application packet.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 010 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Pursuant to the California Department of Education (CDE) approval, Change Order No. 010 includes costs for added work (framing, mechanical, etc.) needed to move the SDC Severe/Flex Room from second floor Room 441 to first floor Room 412, and to add an in-classroom restroom. Additionally, the data room which was located adjacent to Room 412 would also be relocated. Change Order No. 010 provides for the Board's consideration and ratification of the following COR:

•COR 5 RO – PR 01 - Classroom Bldg. Room 418 Shear Wall Modification

FISCAL IMPACT:

Thirty Thousand One Hundred Twenty-Three Dollars and No Cents ($30,123.00) 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 #010 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: **Change Order No. 010 (2 Pages)**
COR No. 5 RO - PR 01 - Classroom Bldg. Room 418 Shear Wall Modification (25 Pages)
CDE Response Letter - McKinna - 5.29.18 (14 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CHANGE ORDER

Date: 8/19/2020 **CHANGE ORDER NO. 010**

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 (001-008)……..**$ 372,012.00**

ADJUSTED CONTRACT SUM……...**$ 28,691,350.00**

NET CHANGE - **$ 30,123.00**

Total Change Orders to Date: ….....**$ 402,135.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 010... ……..**$ 28,721,473.00**

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 ……**(1.42%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 005 – PR 01 - Classroom Bldg. Room 418 Shear Wall Modification		$30,123.00		
	Totals	**$0.00**	**$30,123.00**	**$0.00**	**$0.00**

Total Change Order No. 010 …….…. $30,123.00

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

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

_____ **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. 5 R0

Project: McKinna Elementary School Reconstruction

Date: 1/22/2020

DESCRIPTION OF WORK

CDE Revisions - Data Room / Restroom - CCD 005 - RFI 418

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	KAR Construction Inc	17,666
	HPS Mechanical Inc	8,923
	Abdellatif Enterprises Inc	2,051
	Subtotal:	28,640
Contractual Costs		
Fee		912
Subcontract Default Insurance		212
CCIP		223
Contractor Bond		136
	Subtotal:	1,483
	Total Change Order Request Amount:	**30,123**

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

CONSTRUCTION, INC.

1306 W. BROOKS STREET * ONTARIO, CA 91762-3611 * BUS: 909-988-5054 * FAX: 909-983-4106 * ST. LIC. #595709

Bernards, Inc.
555 First Street
San Fernando, CA 91340

1/10/2019

Sent Via E-Mail and or Facsimile

ATTN.: Jaime Pace, Project Manager
RE: McKinna Elementary School
SUB: COR 3 - RFI #80 and 81

This Change Order Request is for materials, equipment and labor Revisions made in RFI #80 and 81. See attached.

KAR Construction, Inc.

Labor		$	7,948.34
Equipment		$	2,337.00
Material		$	4,924.31
Subtotal		$	15,209.65
Contractors Overhead& Profit	15%	$	2,281.45
Contractors Subtotal		$	17,491.10

Subcontractor Work

		$	-
Subcontractors Subtotals		$	-
Contractors Overhead& Profit	15%	$	-
Subtotals		$	-

Subtotal Contractors/ Subcontractors		$	17,491.10
Bond	1%	$	174.91
Total Change Request		**$**	**17,666.01**

Note: KAR has submitted the above cost associated with the contract change in scope timely and equitably. This change in contract will require a written change order or approval prior to the commencement of this additional scope of work. Failure to provide a written change order or authorization to proceed by an approved signor shall deem this change in scope void. Should any delay be incurred due to the failure of said written documentation KAR shall not be held responsible.

K.A.R. Construction, Inc.

Kurt Rothweiler

Kurt Rothweiler, Project Manager

Change Request Cost Breakdown

RE: McKinna Elementary School

SUB: COR 3 - RFI #80 and 81

Details	Qty.	Unit	Rate	Total	NOTES
Labor					
Carpenter Foreman	14	Hrs	$107.00	$1,498.00	
Carpenter Foreman O.T.		Hrs	$136.84	$0.00	
Carpenter	62	Hrs	$81.55	$5,056.10	
Carpenter O.T.		Hrs	$102.97	$0.00	
Laborer	11	Hrs	$72.24	$794.64	
Laborer O.T.		Hrs	$94.55	$0.00	
Cement Mason Foreman		Hrs	$81.17	$0.00	
Cement Mason Foreman O.T.		Hrs	$104.96	$0.00	
Cement Mason	4	Hrs	$77.23	$308.92	
Cement Mason O.T.		Hrs	$99.05	$0.00	
Operator	4	Hrs	$72.67	$290.68	
Operator O.T.		Hrs	$98.53	$0.00	
Ironworker		Hrs	$85.32	$0.00	
Ironworker O.T.		Hrs	$110.97	$0.00	
		Hrs	$0.00	$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**NOTES**
Materials					
Concrete	43	Cy	$81.95	$3,523.85	
AB219 Charge	5	Load	$200.00	$1,000.00	
Concrete Short Load Charge	7	Cy	$15.00	$105.00	
Fill Sand		Ton	$17.03	$0.00	
Class II Agg. Base		Ton	$17.58	$0.00	
#4 Pea Gravel		Ton	$26.29	$0.00	
10 Mil.Vapor Barrier		Roll	$425.00	$0.00	
15 Mil. Vapor Barrier		Roll	$450.00	$0.00	
Vapor Barrier Tape		Roll	$43.65	$0.00	
Vapor Barrier Mastic		Pail	$151.00	$0.00	
Deck-o-Foam		Roll	$35.00	$0.00	
3/4" Formply		Sheet	$56.00	$0.00	
2X Form Lumber	158	Bf	$1.87	$295.46	
Plywood Sheathing		Sheet	$21.00	$0.00	
Masonite		Sheet	$21.00	$0.00	
16 Duplex Nails		Box	$42.73	$0.00	
8 Duplex Nails		Box	$41.67	$0.00	
Const. Grout		Bag	$21.56	$0.00	
High Strength Non-Shrink Grout		Bag	$37.87	$0.00	
Ardex K-15		Bag	$47.45	$0.00	
Ardex Primer		Gal	$43.52	$0.00	
Ardex Feather Finish		Bag	$43.72	$0.00	
Rapid Set Wunderfixx		Bag	$37.42	$0.00	
6 Mil Visqueen		Roll	$87.00	$0.00	
10 Mil Visqueen		Roll	$127.00	$0.00	
Duct Tape		Roll	$8.00	$0.00	
1/2"x 4" Felt		Lf	$0.47	$0.00	
Felt Plastic A Cap		Lf	$0.34	$0.00	
Hilti RE-500 Epoxy		Tube	$42.27	$0.00	
Hilti HY 200 Epoxy		Tube	$39.73	$0.00	
36" Metal Stake Rental		Ea	$0.66	$0.00	

24" Metal Stake Rental		Ea	$0.56	$0.00	
12" Meatl Stake Rental		Ea	$0.47	$0.00	
Snap Tie Jahn Bracket Rental		Ea	$0.67	$0.00	
Turn Buckle Form Aligner Rental		Ea	$4.35	$0.00	
Snap Tie Wedge Rental		Ea	$0.37	$0.00	
Misc. Materials		Ea	$0.00	$0.00	
#4 Rebar		Lf	$1.40	$0.00	
Diesel Fuel		Gal		$0.00	
Gasoline		Gal		$0.00	
Tie Wire		Roll	$10.00	$0.00	
				$0.00	
				$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**NOTES**
Equipment					
Equipment Delivery Truck	12	Hrs	$98.00	$1,176.00	
950 Loader		Hrs	$176.00	$0.00	
Water Truck		Hrs	$87.00	$0.00	
Skip Loader		Hrs	$143.00	$0.00	
Skid Steer (Bobcat)		Hrs	$139.00	$0.00	
Skid Steer Mini Excavator		Hrs	$147.00	$0.00	
Concrete Pump	43	Cy	$27.00	$1,161.00	
Telebelt Conveyor		Hrs	$176.00	$0.00	
Backhoe		Hrs	$147.00	$0.00	
Backhoe Breaker		Hrs	$175.00	$0.00	
Backhoe Compactor Wheel		Hrs	$175.00	$0.00	
Backhoe/ Skidsteer with Auger		Hrs	$157.00	$0.00	
Compaction Roller		Hrs	$75.00	$0.00	
Generator		Day	$125.00	$0.00	
Concrete Vibrator		Day	$124.00	$0.00	
Rotary Hammer		Hrs	$17.00	$0.00	
Bosch Chipping Hammer		Hrs	$14.00	$0.00	
Portable Air Compressor		Day	$60.00	$0.00	
Nail Gun		Day	$40.00	$0.00	
Air Compressor		Day	$225.00	$0.00	
90lb Jack Hammer		Day	$95.00	$0.00	
Air Compressor Hoses		Day	$35.00	$0.00	
30lb. Chipping Gun		Day	$65.00	$0.00	
Concrete Saw		Hrs	$95.00	$0.00	
Soff-Cut Saw		Hrs	$110.00	$0.00	
Water Pump/ Discharge Hoses		Hrs	$25.00	$0.00	
Trash Bin		Ton	$85.00	$0.00	
Concrete Wash Out Bin		Ea	$500.00	$0.00	
Foremans Truck (CalTrans Eqp. Rate)		Hrs	$22.29	$0.00	
				$0.00	
				$0.00	
				$0.00	

Sub Total Labor		$7,948.34
Sub Total Material		$4,924.31
Sub Total Equipment		$2,337.00
Material Consumables 5%	0%	$0.00
Equipment Depreciation 10%	0%	$0.00
Shop Prep/ Delivery Materials 6%	0%	$0.00
Jobsite Supervision 8% Labor	0%	$0.00
Small Tools 3% Equipment	0%	$0.00

CONSTRUCTION INC.

1306 W. Brooks Street • Ontario, CA 91762-3611 • Bus: 909-988-5054 • Fax: 909-983-4106 •St. Lic #595709

Project:	Mc Kinna ES Reconstruction	Project No.:	
Contractor:	Bernards Builders	Contract No.:	
Subcontractor:	K.A.R. Construction Inc.	Date:	7/1/2018

Hourly Labor Rate Worksheet

Trade: **Carpenter Foreman**

Item	Prevailing Wage Rate			Notes
	Regular Time	Over Time	Double Time	
Base Labor Rate	$45.41	$68.12	$90.82	
Fringe Benefits:				
Pension	4.91	4.91	4.91	
Health & Welfare	7.50	7.50	7.50	
Training/Certification	0.57	0.57	0.57	
Vacation/Holiday	6.19	6.19	6.19	
Other	0.46	0.46	0.46	
Fringe Benefits Subtotal	**$19.63**	**$19.63**	**$19.63**	
Total Hourly Rate	**$65.04**	**$87.75**	**$110.45**	
Burden:				
Taxes & Insurances				
FICA	4.03	5.44	6.85	
Medicare	0.94	1.27	1.60	
Federal Unemployment	0.39	0.53	0.66	
California Unemployment	4.03	5.44	6.85	
Workers Compensation	11.06	14.92	18.78	
Truck Expense	21.50	21.50	21.50	
Burden Subtotal	**$41.96**	**$49.10**	**$56.24**	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
Total Hourly Rate	**$107.00**	**$136.84**	**$166.69**	

CONSTRUCTION INC.

1306 W. Brooks Street • Ontario, CA 91762-3611 • Bus: 909-988-5054 • Fax: 909-983-4106 •St. Lic #595709

Project: Mc Kinna ES Reconstruction
Contractor:
Subcontractor: K.A.R. Construction Inc.

Project No.:
Contract No.:
Date: 7/1/2018

Hourly Labor Rate Worksheet

Trade: **Carpenter**

Item	Prevailing Wage Rate Regular Time	Over Time	Double Time	Notes
Base Labor Rate	$42.41	$63.62	$84.82	
Fringe Benefits:				
Pension	4.91		4.91	
Health & Welfare	7.50	7.50	7.50	
Training/Certification	0.57	0.57	0.57	
Vacation/Holiday	6.19	6.19	6.19	
Other	0.46	0.46	0.46	
Fringe Benefits Subtotal	**$19.63**	**$14.72**	**$19.63**	
Total Hourly Rate	**$62.04**	**$78.34**	**$104.45**	
Burden:				
Taxes & Insurances				
FICA	3.85	4.86	6.48	
Medicare	0.90	1.14	1.51	
Federal Unemployment	0.37	0.47	0.63	
California Unemployment	3.85	4.86	6.48	
Workers Compensation	10.55	13.32	17.76	
Burden Subtotal	**$19.51**	**$24.64**	**$32.85**	
Contractor Liability Ins.				
Small Tools				
Other (warranty, record drawings, payment bond performance bonds, etc.)				
Total Hourly Rate	**$81.55**	**$102.97**	**$137.30**	

ABDELLATIF ENTERPRISES, INC.

Change Order # **5**

DATE: November 8, 2018
PROJECT: Mckinna Elementary School

RFI 80- Revised restroom #418

Description	Qty	Unit	Unit Price	Extension
HDU5	4		$ 4.26	$ 17.04
4X6X14' #1 KD	2		$ 48.50	$ 97.00
6X6X4' #1 KD	1		$ 72.00	$ 72.00
2X6X14' #1 KD	14		$ 13.58	$ 190.12
2X6X8 PT #1 KDAT	1		$ 12.00	$ 12.00
Material Subtotal				$ 388.16
Material Sales Tax			7.75%	$ 30.08
CA Additional Lumber Assessment			1.00%	$ 3.71
Freight				
Material Total				$ 421.95
Equipment				
Labor	18	hour	$ 75.66	$ 1,361.88
Subtotal				$ 1,783.83
Profit & Overhead			15.00%	$ 267.57
Change Order Total				**$ 2,051.40**

26072 Merit Circle, Suite 103, Laguna Hills, CA 92653 ● License #662128
Telephone (949) 215-4790 ● Fax (949) 215-4794

ABDELLATIF
ENTERPRISES, INC.

HOURLY LABOR RATE BREAKDOWN

Contractor: Abdellatif Enterprises, Inc.
Address: 26072 Merit Circle, Suite 103
Laguna Hills, CA 92653
Telephone: (949) 215-4790

Trade: Carpenter
Local Union No.: 409
Classification: Journeyman
Effective Date: 07/01/18 **to** 03/31/19

Item	A %	B ($) Straight Time	C ($) Overtime [1 1/2x]	D=C-B ($) Premium Cost	E ($) Overtime [2x]	F=E-B ($) Premium Cost
1.) Base Rate		$42.41	$63.62	$21.21	$84.82	$42.41
2.) F.I.C.A	0.077	$3.72	$5.34	$1.62	$6.96	$3.24
3.) Federal Unemployment Tax	0.008	$0.39	$0.56	$0.17	$0.73	$0.34
4.) State Unemployment Tax	0.062	$3.01	$4.33	$1.31	$5.64	$2.63
5.) Health & Welfare Fund		$7.50	$7.50	$0.00	$7.50	$0.00
6.) Pension Fund		$4.91	$4.91	$0.00	$4.91	$0.00
7.) Vacation Fund		$4.50	$4.50	$0.00	$4.50	$0.00
8.) Annuity Fund		$0.00	$0.00	$0.00	$0.00	$0.00
9.) Association Dues		$1.69	$1.69	$0.00	$1.69	$0.00
10.) Paid Holidays		$0.00	$0.00	$0.00	$0.00	$0.00
11.) Worker's Compensation		$5.12	$5.12	$0.00	$5.12	$0.00
12.) Public Liability (Bodily Injury)		$0.00	$0.00	$0.00	$0.00	$0.00
13.) Property Damage Insurance		$0.00	$0.00	$0.00	$0.00	$0.00
14.) Safety		$1.41	$1.41	$0.00	$1.41	$0.00
15.) Other: Joint Apprenticeship / Training		$1.01	$1.01	$0.00	$1.01	$0.00
BASE CHARGES PER HOUR:		$75.66	$99.98	$24.32	$124.29	$48.63
15.) Overhead & Profit						
TOTAL CHARGES PER HOUR:		$75.66	$99.98	$24.32	$124.29	$48.63

26072 Merit Circle, Suite 103, Laguna Hills, CA 92653 • License #662128
Telephone (949) 215-4790 • Fax (949) 215-4794

CHANGE ORDER REQUEST

3100 E. Belle Terrace
Bakersfield, CA 93307
661-397-2121
Fax 661-396-2589

CHANGE ORDER REQUEST NO: 1
REQUEST DATE: 10/31/2018
REQUESTED BY: Samuel Firman
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**
B4 Bathroom Addition	8,923.00

Remarks

**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 **$8,923.00**

The Contract Time will be changed by **0** *Days*

Approved by Customer Date _____
By (Print) _____
Signature _____
Title _____

HPS Mechanical, Inc. Date _____
By (Print) _____
Signature _____
Title _____

Change Order

Date: 1/7/2019

Job Name	McKinna Elementary School Reconstruction
HPS Job #	#2439
Description	RFI 80 - B4 Bathroom Addition
HPS PCO #	1
EXBON 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*				40.00	92.91	$ 3,716.40			
Demo Hammer		1	*ea*							5.00	$ 12.93	$ 64.65
Generator		1	*ea*							5.00	$ 1.61	$ 8.05
Chevy 2500 Work Truck		1	*ea*							40.00	$ 39.96	$ 1,598.40
MATERIALS					$ -							
See breakdown		1	*LS*	$1,086.15	$ 1,086.15							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
					$ -							
SUBCONTRACTORS												
						$ -						
						$ -						
						$ -						
			TOTALS:		**$ 1,086.15**	**$ -**			**$ 3,716.40**			**$ 1,606.45**

Labor		$ 3,716.40	
Equipment		$ 1,606.45	
Subcontractors		$ -	
Material		$ 1,086.15	
OT Premium	30	%	$ 1,114.92
Misc Material	3	%	$ 32.58
Sales Tax @	7.975	%	$ 175.54
Delivery/Freight			
SUBTOTAL			$ 7,732.04
OH MARKUPS			
Labor	15	%	$ 557.46
Material	15	%	$ 361.38
Equipment	15	%	$ 240.97
Subcontracts & Others	15	%	$ 31.22
		%	$ -
TOTAL			**8,923**

Breakdown of Costs

McKinna Elementary School Reconstruction

Description	Qty	Unit	Unit Price	Ext. Price	Unit M-H's
4 ABS DWV WYE	1	EA	28.82	28.82	
4 ABS DWV ST 45 ELL	2	EA	12.205	24.41	
4 ABS DWV LS 90 ELL	3	EA	18.54	55.62	
4 ABS DWV 90 ELL	1	EA	15.72	15.72	
4X20 ABS PLUS S40 FOAM CORE PIPE	20	C	3.9975	79.95	
2X10 ABS PLUS S40 FOAM CORE PIPE	10	C	1.325	13.25	
4X4X2 ABS DWV WYE	1	EA	18.44	18.44	
2 ABS DWV 45 ELL	2	EA	2.89	5.78	
3X4 ABS DWV CLST BEND H X SP W/ CAP	1	EA	22.42	22.42	
2 ABS DWV LS 90 ELL	2	EA	4.13	8.26	
3X3X2 ABS DWV WYE	1	EA	10.7	10.7	
4X4X3 ABS DWV WYE	1	EA	23.9	23.9	
3 ABS DWV 45 ELL	1	EA	6.65	6.65	
6X10 NH CI SOIL PIPE	10	C	12.549	125.49	
WC-4					
F/M FV 1.1-1.6 EB TS 10"/12" ADA	1	EA	$60.54	60.54	
3910168 CLST FLSH VLV 1.28GPF 1-1	1	EA	$106.92	106.92	
SLOAN OFFSET OUTLET TUBE 1 1/2	1	EA	$50.04	50.04	
4*3 STD JOHNI RING W/HORN & BOLTS	1	EA	$3.75	3.75	
L-3					
21 1/4*18 1/8" WM LAV 4CC WHT ADA	1	EA	$38.58	38.58	
CHICAGO 3400-E39VPABCP 0.35GPM	1	EA	$139.02	139.02	
1 1/4 GRID DRAIN CHROME	1	EA	$7.61	7.61	
1 1/2 17GA P TRAP W/BRS NUT & DEE	1	EA	$12.79	12.79	
3/8 COMP X 1/2 FIP X 16 LAV CONN	1	EA	$2.09	2.09	
LF ANGLE STOP LK 5/8OD*3/8OD BRAS	1	EA	$8.36	8.36	
FLANGE SURE GRIP CP 5/8 OD	1	EA	$0.25	0.25	
TRUEBRO 101EZ P-TRAP VLV & SUPPLY	1	EA	$23.50	23.5	
700 LAV CARRIER W/ RD LEGS F/ K20	1	EA	$193.29	193.29	
TOTALS				1086.15	

Price Quotation # B709671

FEI BAKERSFIELD #1014

6300 DISTRICT BLVD.
BAKERSFIELD, CA 93313

Phone : 661-396-3200
Fax : 661-397-5580

Bid No.....: B709671
Bid Date...: 10/24/18
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#..: 2439 **Job Name.:** 2439

Item	Description	Quantity	Net Price	UM	Total
	CO PRICING				
ADWVYP	4 ABS DWV WYE	1	28.820	EA	28.82
ADWVS4P	4 ABS DWV ST 45 ELL	2	12.205	EA	24.41
ADWVLS9P	4 ABS DWV LS 90 ELL	3	18.540	EA	55.62
ADWV9P	4 ABS DWV 90 ELL	1	15.720	EA	15.72
AP40FCPP20	4X20 ABS PLUS S40 FOAM CORE PIPE	20	399.750	C	79.95
AP40FCPK10	2X10 ABS PLUS S40 FOAM CORE PIPE	10	132.500	C	13.25
ADWVYPPK	4X4X2 ABS DWV WYE	1	18.440	EA	18.44
ADWV4K	2 ABS DWV 45 ELL	2	2.890	EA	5.78
ADWVCBMP	3X4 ABS DWV CLST BEND H X SP W/ CAP	1	22.420	EA	22.42
ADWVLS9K	2 ABS DWV LS 90 ELL	2	4.130	EA	8.26
ADWVYMMK	3X3X2 ABS DWV WYE	1	10.700	EA	10.70
ADWVYPPM	4X4X3 ABS DWV WYE	1	23.900	EA	23.90
ADWV4M	3 ABS DWV 45 ELL	1	6.650	EA	6.65
NHPU10	6X10 NH CI SOIL PIPE	10	1254.900	C	125.49

Subtotal:	$439.41
Inbound Freight:	$0.00
Tax:	$31.87
Order Total:	$471.28

Item Code	Description	Notice
ADWVYP	4 ABS DWV WYE	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of

		California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVS4P	4 ABS DWV ST 45 ELL	⚠ WARNING: This product can expose you to chemicals including Carbon Black which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVLS9P	4 ABS DWV LS 90 ELL	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWV9P	4 ABS DWV 90 ELL	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
AP40FCPP20	4X20 ABS PLUS S40 FOAM CORE PIPE	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
AP40FCPK10	2X10 ABS PLUS S40 FOAM CORE PIPE	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVYPPK	4X4X2 ABS DWV WYE	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWV4K	2 ABS DWV 45 ELL	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVCBMP	3X4 ABS DWV CLST BEND H X SP W/ CAP	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVLS9K	2 ABS DWV LS 90 ELL	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVYMMK	3X3X2 ABS DWV WYE	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWVYPPM	4X4X3 ABS DWV WYE	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.
ADWV4M	3 ABS DWV 45 ELL	⚠ WARNING: This product can expose you to chemicals including Titanium Dioxide which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.

PACE SUPPLY CORP
4819 FITE COURT
STOCKTON CA 95215
PHONE#: 209-337-7060

* * Q U O T A T I O N * *

TO: HPS MECHANCIAL

3100 E BELLE TERRACE
BAKERSFIELD, CA 93307

DATE: 09/21/18 NO. 829773
TO DATE: 10/21/18
JOB: MCKINNA ELEMENTARY S

FOB: ORIGIN
PREP. BY ERIC SLATTEN

WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING MATERIAL

PAGE: 1

Qty	Part Number	Description	Price...	Extended
	WC-1,2,3	===> WATER CLOSET (STAFF/ELEMENTARY)		
1	KOHK4325WHT	WM FV BOWL 1.28GPF EB ADA 1 1/2"	66.52	66.52
1	SLN111128ROYAL	3910168 CLST FLSH VLV 1.28GPF 1-1 **INCLUDES 9/30/18 INCREASE**	106.92	106.92
1	SLNF182	SLOAN OFFSET OUTLET TUBE 1 1/2 OF **INCLUDES 9/30/18 INCREASE**	50.04	50.04
1	BEM1655SSCTWHT	BEMIS OFLC EB SEAT W/SELF SUSTAIN	28.00	28.00
				251.48
	WC-1,2,3_C	===> WATER CLOSET CARRIERS		
1	JRS211LY	211 LH HORIZ CLOSET CARRIER W/CI **SAME PRICE FOR RIGHT HAND**	310.03	310.03
1	JRS211DY	211 DBL HORIZ CLOSET CARRIER W/CI	579.86	579.86
1	JRS230Y	SGL VERT CLO CARR NO INLET W/CI N	351.74	351.74
1	JRS230DY	DBL VERT CLO CARR NO INLET W/CI N	621.57	621.57
				1863.20
	WC-4	===> WATER CLOSET (KINDERGARTEN)		
1	KOHK96064WHT	F/M FV 1.1-1.6 EB TS 10"/12" ADA **INCLUDES OPEN FRONT TOILET SEAT**	60.54	60.54
1	SLN111128ROYAL	3910168 CLST FLSH VLV 1.28GPF 1-1 **INCLUDES 9/30/18 INCREASE**	106.92	106.92
1	SLNF182	SLOAN OFFSET OUTLET TUBE 1 1/2 OF **INCLUDES 9/30/18 INCREASE**	50.04	50.04
1	HER90234	4*3 STD JOHNI RING W/HORN & BOLTS	3.75	3.75
				221.25

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor:	HPS Mechanical, Inc.	**Trade:**	Plumbing
Date:	11/12/2018	**Classification:**	Plumber Foreman
Project:	McKinna ES Recon. Plumbing		
Rate Effective Through:	June 30, 2019	**Union :** [ ]	**Non Union:** [X]

		Straight Time	Time & 1/2	Double Time
A.	**HOURLY TAXABLE WAGE COSTS**			
	Hourly Wage	$ 50.13	$ 75.20	$ 100.26
	Vacation & Holiday Accrual	$ -	$ -	$ -
	Hourly Taxable Wage Costs Subtotal	**$ 50.13**	**$ 75.20**	**$ 100.26**
B.	**HOURLY PAYROLL TAX & INSURANCE**			
	Social Security	$ 3.11	$ 4.66	$ 6.22
	Medicare	$ 0.73	$ 1.09	$ 1.45
	FUI	$ 1.35	$ 2.03	$ 2.71
	SUI	$ 4.84	$ 7.26	$ 9.68
	Workers Compensation Insurance	$ 4.84	$ 7.26	$ 9.68
	General Liability Insurance (If Applicable)	$ -	$ -	$ -
	Subsistence (If Applicable)	$ 3.75	$ 3.75	$ 3.75
	Hourly Payroll Tax & Insurance Subtotal	**$ 18.61**	**$ 26.05**	**$ 33.48**
C.	**HOURLY BENEFITS**			
	Health & Welfare (or equivalent)	$ 8.91	$ 8.91	$ 8.91
	Pension & Retirement (or equivalent)	$ 13.01	$ 13.01	$ 13.01
	Training (or equivalent)	$ 2.25	$ 2.25	$ 2.25
	Hourly Benefits Subtotal	**$ 24.17**	**$ 24.17**	**$ 24.17**
	TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 92.91**	**$ 125.41**	**$ 157.91**

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*

VERMEER **[VERM]**

Model	Code	Rate
CC-135	**8350**	$76.79
M 220	**8380**	$13.45
M 455 / M455A	**8480**	$33.59
M 475	**8570**	$35.83
M 475A	**8571**	$40.04
M 485	**8580**	$39.96
M 495	**8585**	$63.17
T 300B, T 300A	**8718**	$21.15
T 400C, T 400B, T 400A	**8781**	$48.35
T 600D, C, B, A	**8842**	$70.08
T 650	**8843**	$119.45
T 800B, T 800A, T800	**8870**	$112.84
T 800C	**8871**	$122.87
T 850	**8875**	$219.35
V 430	**8950**	$24.31
V 430A	**8951**	$27.46
V 434 / M 434	**9000**	$23.42
V 440	**9015**	$26.49
V 450	**9017**	$32.10
V 454	**9020**	$27.41
V 1550	**9025**	$12.67

TRUCK, TRUCK TRAILERS, EXCL. DUMP TRUCKS & EQPT TRAIL [TRUCK]

DELAY FACTOR = 0.15 **OVERTIME FACTOR = 0.87**

Includes all attachments and accessories related to hauling, with and without trailers as needed. Includes water trucks, freight trucks and passenger vehicles, including 4wd option. Listed by Mfr's Gross Vehicle Weight in Kilograms(pounds). For tractor-trailer units, the gross vehicle weight of the cargo carrying unit or units will control. In the case of water trucks, the tank capacity expressed in kilograms (pounds) of water plus 20%, will determine the gross vehicle weight. For attachment allowance, see attachment class.

TRUCKS **[T&TT]**

OVER	TO	Code	Rate
CARS , LIGHT TRUCKS		**00-06**	$22.02
3175 (7000)	5443 (12000) No small pickups	**06-12**	$24.98
5443 (12000)	9072 (20000)	**12-20**	$32.48
9072 (20000)	12701(28000)	**20-28**	$34.49
12701 (28000)	16330 (36000)	**28-36**	$39.96
16330 (36000)	21773 (48000)	**36-48**	$53.72
21773 (48000)	27216 (60000)	**48-60**	$58.85
27216(60000) & Over		**60**	$66.25

TRUCKS, OFF-HIGHWAY [TRUOF]

DELAY FACTOR = 0.25 **OVERTIME FACTOR = 0.77**

Includes all attachments and accessories. Includes end dump, belly dump and earthmover types. Listed in accordance with Mfr's rated capacity in tonnes (tons). In the case of earthmover types, rated by Mfr's volumetric capacity, a factor of 1.4 tonnes per cubic meter (1-1/2 tons per cubic yard) of struck capacity shall be used.

TRUCK OFF-HIGHWAY **[TRU]**

OVER	TO	Code	Rate
9.1 (10)	13.6 (15)	**10-15**	$41.91
16.3 (18)	20.0 (22)	**18-22**	$75.57
20.0 (22)	24.5 (27)	**22-27**	$94.03
24.5 (27)	29.0 (32)	**27-32**	$107.75
29.0 (32)	36.3 (40)	**32-40**	$145.53
36.3 (40)	49.9 (55)	**40-55**	$213.61
49.9 (55)	60.8 (67)	**55-67**	$240.36

TRUCKS, DUMP, ON-HIGHWAY [TRUON]

DELAY FACTOR = 0.21 **OVERTIME FACTOR = 0.81**

Includes all end dump, side dump and belly dump types; including all attachments and accessories.

TRUCK ON-HIGHWAY **[TRUN]**

Model	Code	Rate
2 axles	**2AXL**	$45.02
3 axles	**3AXL**	$60.45
4 axles	**4AXL**	$69.24
5 axles	**5AXL**	$76.23

WELDING EQUIPMENT [WELD]

DELAY FACTOR = 0.21 **OVERTIME FACTOR = 0.81**

ARC WELDING MACHINES **[AWM]**

Diesel, gas or electric powered. Includes helmets, holders, cable and all attachments and accessories. Rate capacity in amps.

OVER	TO	Code	Rate
0	250	**0-250**	$4.95
250	500	**250-500**	$9.49
over	500	**500**	$10.08

GAS WELDING OUTFIT **[GWO]**

Includes regulator, 7.6 meters (25 feet) of hose, torch, goggles, lighter and attachments and accessories. Gas and rod shall be paid separately.

Model	Code	Rate
ALL	**ALL**	$0.28

PROPOSAL REQUEST

Number

1

McKinna Elementary School

Contractor Bernards

Owner Oxnard School District

Contract Start Date July, 2018

Date Issued 10.29.18

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Classroom Building Room 418 Shear Wall Revision

Revise shear wall design per the attached sheets for the shear wall adjacent to room 418, now changed to a restroom.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

None

Lead Signature

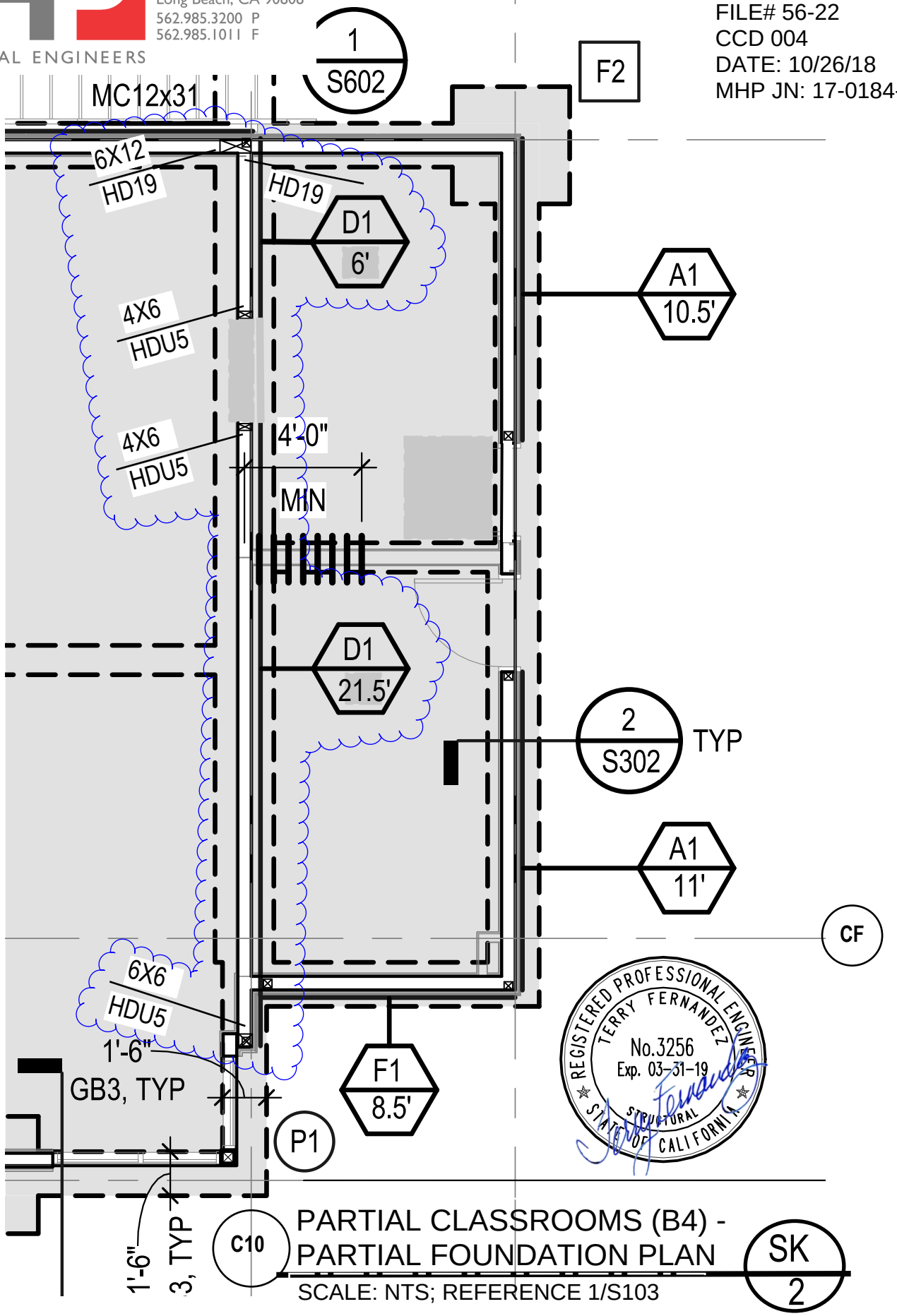
Perkins Eastman Dougherty

Kevin Griendling, AIA

PERKINS EASTMAN Dougherty

MHP STRUCTURAL ENGINEERS
3900 Cover Street
Long Beach, CA 90808
562.985.3200 P
562.985.1011 F

MCKINNA ES
A# 03-118371
FILE# 56-22
CCD 004
DATE: 10/26/18
MHP JN: 17-0184-00



REGISTERED PROFESSIONAL ENGINEER
TERRY FERNANDEZ
No.3256
Exp. 03-31-19
STRUCTURAL
STATE OF CALIFORNIA

PARTIAL CLASSROOMS (B4) - PARTIAL FOUNDATION PLAN

SCALE: NTS; REFERENCE 1/S103

SK 2

REVISED PLAN

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP

GRADE BEAM SCHEDULE

MARK	WIDTH x DEPTH	REINF (LONG)
GB1	12"x18"	(3)-#6 BOT (2)-#6 TOP
GB2	12"x18"	(2)-#5 BOT (2)-#5 TOP
GB3	18"x18"	(3)-#6 BOT (2)-#6 TOP
GB4	24"x18"	(3)-#6 BOT (2)-#6 TOP
GB5	36"x18"	(3)-#6 BOT (2)-#6 TOP

COLUMN SCHEDULE

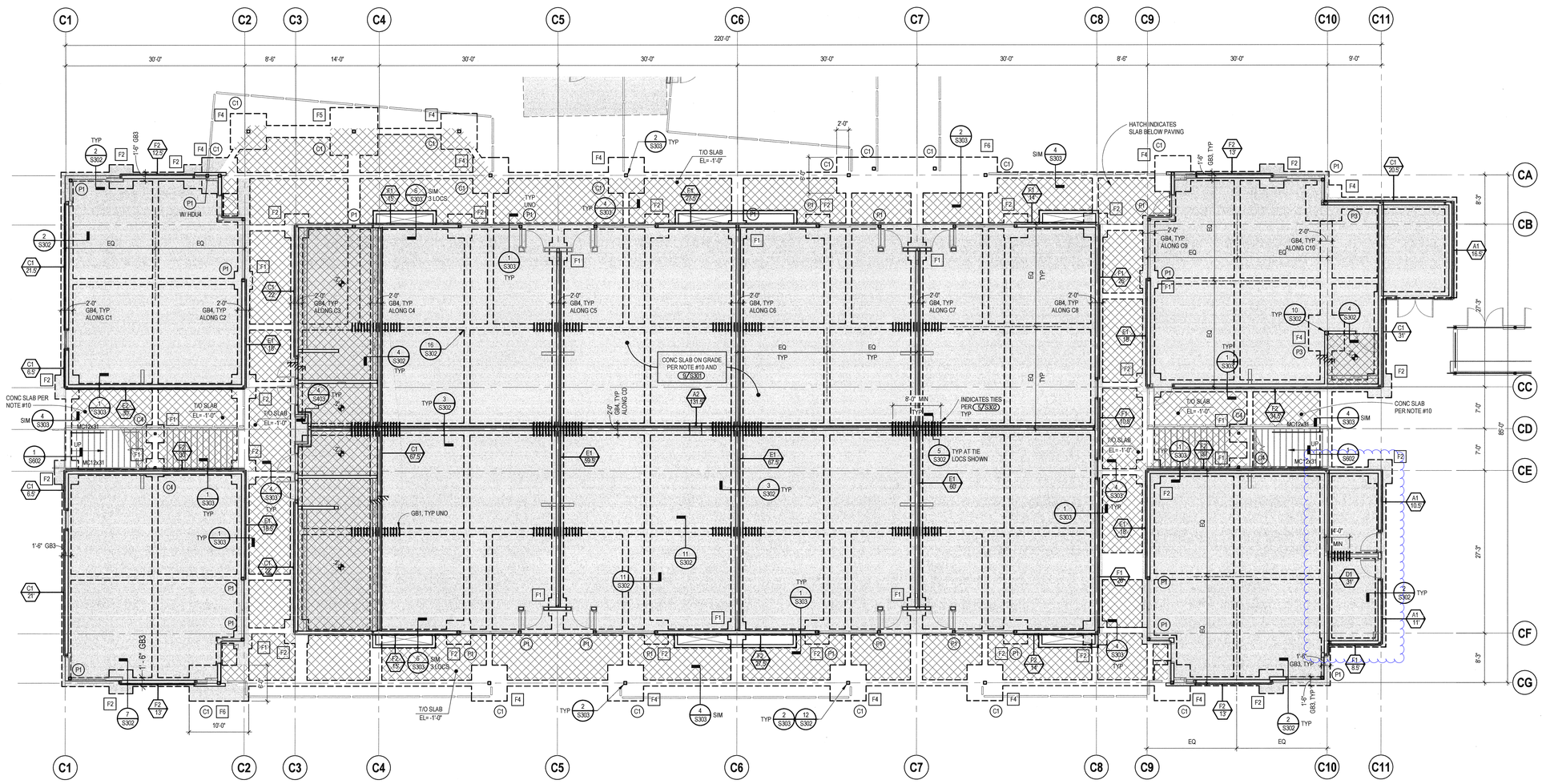
MARK	COLUMN SIZE	BASE PLATE		REFERENCE DETAIL	COMMENTS
		SIZE	TYPE		
C1	HSS6X6X1/4	3/4X12X12	A	9/S302	
C2	HSS5x5x3/8	3/4x11x11	A	9/S302	
C3	HSS8x8x1/4	3/4x14x14	A	9/S302	
C4	HSS4X4X1/4	3/4x10x10	A	9/S302	
C6	HSS12x6x1/4	3/4x18x12	A	9/S302	

FOOTING SCHEDULE

FOOTING MARK	FOOTING SIZE	FOOTING REINFORCING
F1	3'-0" x 3'-0" x 18" THK	(3)-#5 EW BOT
F2	4'-0" x 4'-0" x 18" THK	(4)-#6 EW BOT
F3	5'-0" x 5'-0" x 18" THK	(5)-#6 EW BOT
F4	6'-0" x 6'-0" x 18" THK	(6)-#6 EW BOT
F5	8'-0" x 8'-0" x 18" THK	(8)-#6 EW BOT
F6	PER PLAN x 18" THK	#6 @ 12"OC EW BOT

POST SCHEDULE

MARK	COLUMN SIZE	REFERENCE DETAILS
P1	6x6	8/S302
P2	6x8	8/S302
P3	8x8	8/S302

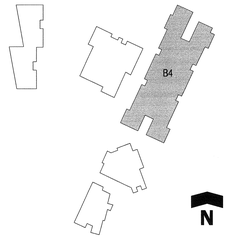


FOUNDATION PLAN NOTES

1. SEE GENERAL NOTES SHEET(S) FOR APPLICABLE NOTES, ABBREVIATIONS AND PLAN SYMBOLS LEGEND. SEE PLAN SHEET FOR LIST OF APPLICABLE TYPICAL DETAILS NOT CALLED OUT ON PLANS. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. PROVIDE OVER-EXCAVATION AND COMPACTED BACKFILL PER GEOTECHNICAL REPORT AND TYPICAL OVER-EXCAVATION AND COMPACTED BACKFILL REQUIREMENTS DETAIL 1 ON SHEET S301.
3. SLEEVES ACROSS FOOTINGS SHOWN ON PLAN ARE FOR 2" DIAMETER AND GREATER PIPES/ CONDUITS. SEE MECHANICAL, ELECTRICAL AND/ OR PLUMBING DRAWINGS FOR SMALLER ELEMENTS REQUIRING SLEEVES. CONTRACTOR TO DETERMINE ACTUAL INVERT ELEVATION AND LOCATIONS OF SLEEVES. SEE TYPICAL PIPE/ CONDUIT SLEEVES ACROSS FOOTING DETAIL 8 ON SHEET S301, TYPICAL STEPPED FOOTING DETAIL 7ON SHEET S301 AND LOWERED FOUNDATION SECTION 6 ON SHEET S302 WHERE STEPS ARE REQUIRED AT SLEEVES.
4. LOCATIONS AND NUMBER OF STEPS IN FOOTING SHOWN ON PLAN ARE APPROXIMATE. CONTRACTOR SHALL DETERMINE IN FIELD ACTUAL LOCATIONS AND NUMBER OF STEPS REQUIRED PER DETAIL 7 ON SHEET S301.
5. UNLESS NOTED OTHERWISE ON PLAN OR DETAIL, CENTER LINE OF FOUNDATION ELEMENT OR GRADE BEAM SHALL MATCH WALL AND/OR COLUMN CENTER LINE. WALL LOCATIONS PER ARCH DWGS.
6. BOTTOM OF EXTERIOR FOOTING ELEVATION = -2'-6" AND BOTTOM OF INTERIOR FOOTING ELEVATION = -2'-0". TYPICAL UNLESS NOTED OTHERWISE, T/O FOOTING EL= -1'-0" TYPICAL UNLESS NOTED OTHERWISE.
7. UNLESS NOTED OTHERWISE, ALL NOTES REFERRING TO FOUNDATIONS SHALL ALSO APPLY TO GRADE BEAMS, WHERE THEY OCCUR.
8. FINISH FLOOR ELEVATION = 0'-0" (ACTUAL ELEVATION = 100'-0") OR PER ARCHITECT.
9. UNLESS NOTED OTHERWISE, DIMENSIONS SHOWN ARE TO CENTERLINE OF STEEL COLUMN OR FACE OF STUD, CONCRETE OR CMU.
10. UNLESS NOTED OTHERWISE, SLAB-ON-GRADE SHALL BE 6" THICK, REINFORCED W/ #5 @ 12"OC EACH WAY. OVER SUB-BASE AND SUB-GRADE PREPARED PER RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL REPORT, AND TYPICAL SLAB-ON-GRADE UNDERLAYMENT DETAIL 9 ON SHEET S301.
11. SEE ARCHITECTURAL PLANS FOR SLOPES NOT SHOWN ON PLAN.
12. UNLESS NOTED OTHERWISE, ALL EXTERIOR AND INTERIOR WALLS SHALL BE FRAMED W/ 2x6 STUDS @ 16"OC. BEARING, EXTERIOR WALL OR SHEAR WALL CONNECTION AT BASE PER DETAIL 1 ON SHEET S302. NON-BEARING PARTITION BASE CONNECTION PER DETAIL 4 ON SHEET S403.
13. SEE SHEET S404 FOR PLYWOOD SHEAR WALL ELEVATIONS, SCHEDULES AND DETAILS.
14. SEE S404 FOR HOLDOWNS AT EACH END OF SHEAR WALLS. ADDITIONAL HOLDOWNS ARE INDICATED ON PLAN WHERE THEY OCCUR.
15. JAMB POSTS PER DETAIL 4 ON SHEET S401 AND DETAIL 5 ON SHEET S401 ARE NOT SHOWN ON PLAN BUT SHALL BE INSTALLED PER THE DETAILS AND WHERE WALL OPENINGS DO NOT STACK, UPPER WALL OPENING JAMB POST SHALL BE REPEATED AT FLOORS BELOW DOWN TO THE FOUNDATION WITH SOLID BLOCKING PER DETAIL 9 ON SHEET S401.
16. SEE ARCHITECTURAL DRAWINGS FOR NON-BEARING WALL LOCATIONS AND DIMENSIONS NOT SHOWN ON PLAN.
17. PROVIDE 2x6 STUDS @ 16"OC AND MIN 6x8 SHEAR WALL POST AT ALL MPR STUD WALLS BETWEEN GRIDS D1 AND D3.
18. ALL EXTERIOR WALL, SHALL HAVE 1/2" PLYWOOD SHEATHING EXPOSURE 1 WITH 10d @ 6.12 (EN, FN) WHERE SHEATHING IS NOT REQUIRED PER PLAN.
19. ALL GRADE BEAMS SHALL BE CONTINUOUS THROUGH PAD FOOTINGS PER DETAIL 12 ON SHEET S302, TYP.

LIST OF APPLICABLE TYPICAL DETAILS

DESCRIPTION	DETAIL	SHEET
TYPICAL OVER-EXCAVATION AND COMPACTED FILL REQUIREMENTS	1	S301
TYPICAL EXCAVATION ADJACENT TO FOOTING	2	S301
TYPICAL FOOTING POURED AGAINST EARTH	3	S301
TYPICAL REINFORCING HOOKS	4	S301
TYPICAL REINFORCING BAR IN CONCRETE DEVELOPMENT AND LAP SPLICE SCHEDULE	5	S301
WALL AND FOOTING REINFORCING AT CORNER AND INTERSECTION	6	S301
TYPICAL STEPPED FOOTING	7	S301
TYPICAL PIPE/CONDUIT SLEEVES ACROSS FOOTINGS/GRADE BEAM	8	S301
TYPICAL SLAB-ON-GRADE UNDERLAYMENT	9	S301
TYPICAL ISOLATION JOINT IN SLAB-ON-GRADE AT STEEL COLUMN	10	S301
TYPICAL SLAB EDGE	11	S301
TYPICAL DEPRESSION IN SLAB-ON-GRADE	12	S301
TYPICAL CONCRETE CURBS	13	S301



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC. KS FLS. / SS. MM
DATE 3-15-18

Dougherty

COSTA MESA OAKLAND
www.dougherty.us

AS APPROVED FOR REFERENCE ONLY

S103

CLASSROOMS (B4)-FOUNDATION PLAN 1
1/8" = 1'-0"

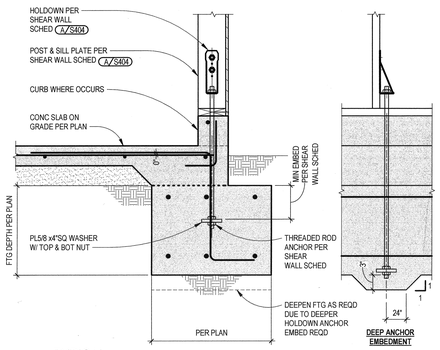
MHP
STRUCTURAL ENGINEERS
3900 Cover Street
Long Beach, CA 90808
562.985.3200 P
562.985.1011 F
MHP JN 17.0184.00

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	14-0999-00
SCALE	AS NOTED
PM	
DATE	03-15-2018

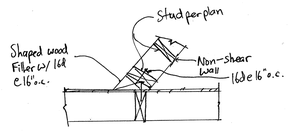
CLASSROOMS (B4)-FOUNDATION PLAN

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP

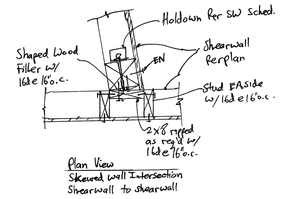


TYPICAL HOLDOWN AT EXTERIOR WALL FOUNDATION (7 / S404)

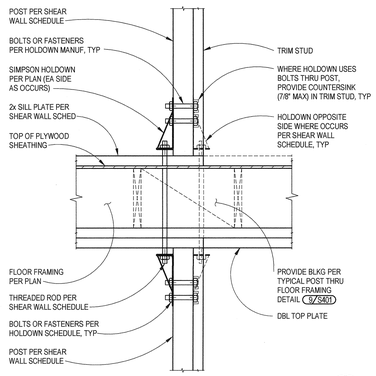
SCALE: 1" = 1'-0"



Plan View - Skewed wall Intersection Shearwall to NonShearwall

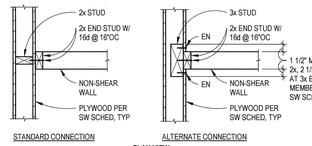


Plan View
Skewed wall Intersection
Shearwall to shearwall



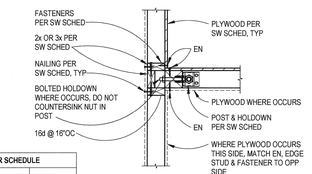
TYPICAL HOLDOWN AT UPPER FLOORS (8 / S404)

SCALE: 1" = 1'-0"



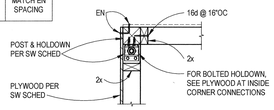
STANDARD CONNECTION — ALTERNATE CONNECTION

PLAN VIEW
NON-SHEAR WALL AND SHEAR WALL AT T-INTERSECTION

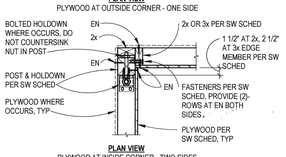


PLAN VIEW
SHEAR WALL AT T-INTERSECTION

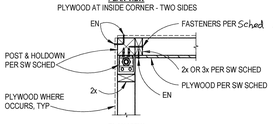
FASTENER SCHEDULE		
MEMBER SIZE	FASTENER	SPACING
2x	16d NAILS	MATCH EN SPACING
3x	1/4"Ø x5" LAG SCREWS OR 20d NAILS	MATCH EN SPACING



PLAN VIEW
PLYWOOD AT OUTSIDE CORNER - ONE SIDE



PLAN VIEW
PLYWOOD AT INSIDE CORNER - TWO SIDES

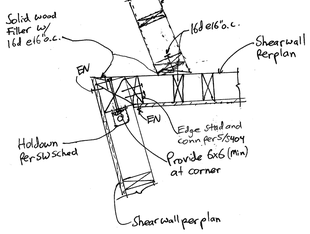


PLAN VIEW
PLYWOOD AT INSIDE CORNER - ONE SIDE

NOTES:
1. TO AVOID WOOD SPLITTING, PRE- DRILL HOLE FOR 20d NAILS (MAXIMUM PRED-DRILL HOLE SIZE=0.141"Ø)
2. PRE-DRILL HOLES FOR LAG SCREWS PER GENERAL NOTES.

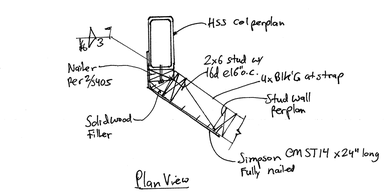
TYPICAL CORNERS AND INTERSECTIONS AT WOOD STUD SHEAR WALLS (5 / S404)

SCALE: 1" = 1'-0"



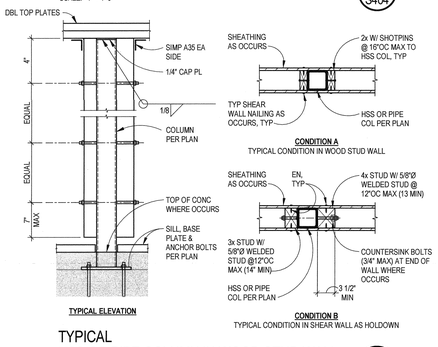
Plan View

Skewed Shearwall corner Detail (9 / S404)



Plan View

Skewed wall at HSS Column (10 / S404)

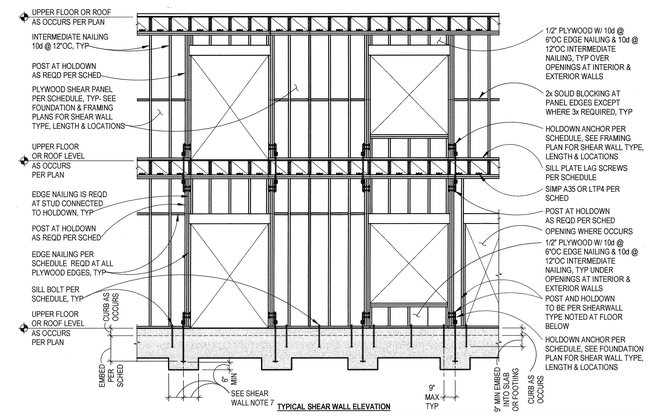


TYPICAL HSS OR PIPE COLUMN IN WOOD STUD WALL (6 / S404)

SCALE: 1" = 1'-0"

SHEAR WALL NOTES

1. TYPICAL PLYWOOD SHALL BE 15/32" STRUCTURAL 1, PANEL INDEX 32/16.
2. NAILS SHALL HAVE 3/8" MINIMUM EDGE DISTANCE AND 1 5/8 MINIMUM PENETRATION INTO FRAMING. NAILS SHALL BE 10d COMMON OR GALVANIZED BOX.
3. WHERE NAIL SPACING IS 2"OC AT ADJOINING PLYWOOD EDGES, NAILS SHALL BE STAGGERED.
4. WHERE PLYWOOD IS APPLIED ON BOTH SIDES OF WALL AND FRAMING AT PANEL EDGES IS 2x, PANEL JOINTS AT EITHER SIDE OF WALL SHALL BE OFFSET TO FALL ON DIFFERENT FRAMING MEMBERS. WHERE FRAMING IS 3x AT ADJOINING PANEL EDGES, PANEL JOINTS MAY BE OFFSET AS ABOVE OR NAILS ON EACH SIDE SHALL BE STAGGERED.
5. SHEARWALL PANEL NAILING SHALL NOT BREAK THROUGH OUTER PLY OF PLYWOOD. IF PNEUMATIC GUNS ARE USED, THEY SHALL BE ADJUSTED TO SATISFY THIS REQUIREMENT.
6. LONG DIMENSION OF PLYWOOD MAY BE USED VERTICALLY OR HORIZONTALLY.
7. WHERE REQUIRED AT HOLDOWN ANCHORS, BOTTOM OF FOOTING SHALL BE LOWERED TO PROVIDE 3" MINIMUM CONCRETE BELOW BOTTOM OF HOLDOWN ANCHOR FOR A DISTANCE OF 2'-0" IN EVERY DIRECTION PER DETAIL 7 ON SHEET S404.
8. FASTENERS IN PRESERVATIVE-TREATED (OTHER THAN ZINC BORATE) OR FIRE-RETARDANT-TREATED WOOD SHALL BE OF HOT-DIPPED ZINC COATED GALVANIZED STEEL OR STAINLESS STEEL.
9. PLAIN CARBON STEEL FASTENERS IN ZINC BORATE PRESERVATIVE TREATED WOOD AT INTERIOR , DRY ENVIRONMENTS SHALL BE PERMITTED PER 2304.9.5.1 CBC 2016.
10. SEE DETAIL 7 ON SHEET S404 FOR HOLDOWN ANCHOR TO CONCRETE.
11. SEE DETAIL 8 ON SHEET S404 FOR HOLDOWN ANCHOR TO WOOD FRAMING AT UPPER FLOORS.
12. AT NON-SHEAR WALL, SEE WALL SECTIONS FOR SILL ATTACHMENTS AND SIMPSON CLIP SPACING.
13. AT EXTERIOR 2ND FLOOR NON SHEAR WALL PROVIDE 1/4"Ø x7" LONG SCREW @ 12"OC.
14. SEE DETAIL 5 ON SHEET S404 FOR SHEAR WALL CORNERS AND INTERSECTIONS



TYPICAL SHEAR WALL ELEVATION

SHEAR WALL SCHEDULE

TYPE MARK (TYPE XX)	NUMBER OF SIDES	EDGE NAILING (SEE NOTE A)	BLOCKING OR STUD WIDTH AT PLYWOOD EDGES (SEE NOTE B)	SILL BOLT ANCHORS (W/ 3"SQ x3Q A WASHERS)	SILL PLATE SIZE AT FOUNDATION / SILL PLATE SIZE AT UPPER FLOORS	SILL PL & RIM JOIST/ BLOCKING ANCHORS (SEE NOTE C)	SIMPSON A35 OR LTP4 CLIPS EACH END SPACING (SEE NOTE D)	MINIMUM POST SIZE, (SEE NOTES E, F, G & J)	MINIMUM HOLDOWN SIZE, EACH END (SEE NOTES E, F &G)	HOLDOWN ANCHOR DIAMETER & EMBEDMENT DEPTH (SEE NOTE H)
A1	1	6"OC	2x	5/8"Ø @ 32"OC	3x / (2)-2x	1/4"Ø x7" LAG SCREW @ 12"OC	16"OC	4x6	HDU5	5/8"Ø x12"
A2	1	6"OC	2x	5/8"Ø @ 32"OC	3x / (2)-2x	1/4"Ø x7" LAG SCREW @ 12"OC	16"OC	6x6	HDU5	5/8"Ø x12"
B1	1	4"OC	3x	5/8"Ø @ 24"OC	3x / (2)-2x	1/4"Ø x7" LAG SCREW @ 8"OC	12"OC	6x8	HDU8	5/8"Ø x12"
B2	1	4"OC	3x	5/8"Ø @ 24"OC	3x / (2)-2x	1/4"Ø x7" LAG SCREW @ 8"OC	12"OC	6x6	HD12	1"Ø x12"
C1	1	3"OC	3x	5/8"Ø @ 18"OC	3x / 2x OVER 3x	1/4"Ø x7" LAG SCREW @ 8"OC	8"OC	6x6	HD19	1 1/4"Ø x12"
D1	1	2"OC	3x	5/8"Ø @ 18"OC	3x / 2x OVER 3x	1/4"Ø x7" LAG SCREW @ 8"OC	8"OC	6x6	(2)-HDU14	1"Ø x20"
E1	2	4"OC	3x	5/8"Ø @ 12"OC	3x / 2x OVER 3x	1/4"Ø x7" LAG SCREW @ 8"OC	8"OC	6x8	(2)-HDU14	1"Ø x20"
E2	2	4"OC	3x	5/8"Ø @ 12"OC	3x / 2x OVER 3x	1/4"Ø x7" LAG SCREW @ 8"OC	8"OC	6x8	(2)-HD19	1 1/4"Ø x20"
F1	2	3"OC	3x	5/8"Ø @ 12"OC	3x / 2x OVER 3x	1/4"Ø x7" LAG SCREW @ 8"OC	8"OC	6x12	(2)-HDU14	1"Ø x20"
F2	2	3"OC	3x	5/8"Ø @ 12"OC	3x / 2x OVER 3x	1/4"Ø x7" LAG SCREW @ 8"OC	8"OC	6x12	(2)-HD19	1 1/4"Ø x20"
G1	2	2"OC	3x	5/8"Ø @ 8"OC	3x / 2x OVER 3x	(2)-5/16"Ø x8" LAG SCREW @ 3"OC, STAGGERED	4"OC, (2) @ 8"OC	6x12	(2)-HD19	1 1/4"Ø x24"

SCHEDULE NOTES:

A. FOR PANEL TYPES B, C AND D, PLYWOOD JOINT AND SILL NAILING SHALL BE STAGGERED.
B. AT CONTRACTOR'S OPTION, 4x LUMBER MAY BE SUBSTITUTED FOR ALL NOTED 2x FRAMING AT NO ADDITIONAL COST TO OWNER.
C. ALL LAG SCREW HOLES SHALL BE PRE-DRILLED.
D. REFER TO SHEAR WALL TYPE OF THE LEVEL BELOW FOR SIMPSON CLIP SPACING. CLIP SPACING TO BE 16"OC AT EXTERIOR NON-SHEAR WALLS, UNO.
E. WHERE A LARGER SIZE HOLDOWN OR POST SIZE IS NOTED ON PLAN, LARGER POST AND/OR HOLDOWN SHALL BE USED.
F. WHERE STEEL COLUMN OCCURS AT END OF SHEAR WALL (PER DETAIL 6 ON SHEET S404), POST AND HOLDOWN MAY BE OMITTED.
G. WHERE TWO OR MORE SHEAR WALLS INTERSECT AND SHARE A POST AND/OR HOLDOWN, LARGER POST AND/OR HOLDOWN SHALL BE USED.
H. ALL HOLDOWN ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 36 STEEL.
I. ORIENT POST TO FIT WITHIN STUD WALL UNO.
J. END POST APPLIED WITH HD19 HOLDOWN SHALL BE DF-L MATERIAL SELECT STRUCTURAL. IOR SHALL FIELD VERIFY

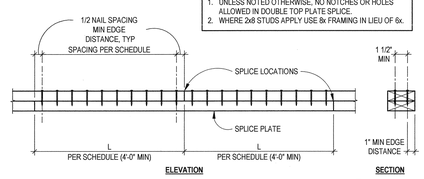
TYPICAL MULTI-STORY SHEAR WALL ELEVATION, SCHEDULE AND NOTES (A / S404)

SCALE: 1/4" = 1'-0"

DOUBLE TOP PLATE SPLICE SCHEDULE

MARK	MINIMUM PLATE SIZE & MINIMUM GRADE	10d NAIL SPACING	L MINIMUM SPLICE LENGTH	MAXIMUM UNBRACED LENGTH IN COMPRESSION (NO DIAPHRAGM EITHER SIDE OF CHORD)	NOTES
A	(2)-2x6 NO. 2 GRADE	(2)-ROWS @ 3"OC (32 MINIMUM TOTAL)	4'-0"	16'-0"	-
B	(2)-2x6 NO. 2 GRADE	(2)-ROWS @ 3"OC (48 MINIMUM TOTAL)	6'-0"	13'-0"	TYPICAL CONDITION, UNO

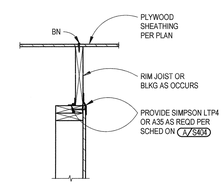
NOTE:
1. UNLESS NOTED OTHERWISE, NO NOTCHES OR HOLES ALLOWED IN DOUBLE TOP PLATE SPLICE.
2. WHERE 2x8 STUDS APPLY USE 8x FRAMING IN LIEU OF 6x.



ELEVATION — SECTION

TYPICAL DBL TOP PLATE SPLICE SCHEDULE (3 / S404)

SCALE: 1" = 1'-0"

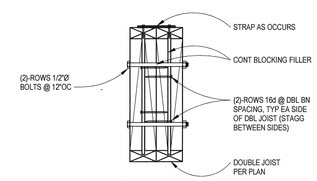


TYPICAL SHEAR TRANSFER OPTIONS (1 / S404)

SCALE: 1" = 1'-0"

NOT USED (4 / S404)

SCALE: 1" = 1'-0"



TYPICAL DBL PLYWOOD WEB JOIST (2 / S404)

SCALE: 1" = 1'-0"

STRUCTURAL ENGINEERS
1900 Cover Street
Long Beach, CA 90808
562.985.3200 P
562.985.1011 F
MHP JN 17-0184-00

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	14-0999-00
SCALE	AS NOTED
PM	
DATE	03-15-2018

TYPICAL SHEAR WALL SECTIONS AND DETAILS

IDENTIFICATION STAMP
DIVOFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC FLS SS MM
DATE 3-15-18

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

AS APPROVED FOR REFERENCE ONLY

S404

MHP STRUCTURAL ENGINEERS

3900 Cover Street
Long Beach, California 90808
Phone: (562) 985-3200 Fax: (562) 985-1011

CALCULATION SHEET

By: KB	Project: McKinna ES	Job No.:	170184
Chk'd:	Subject: N-S Shear Wall Design	Date:	Oct-18

NORTH SOUTH DIRECTION SHEAR WALL DESIGN - Classrooms (Bldg C)

SECTION I

Shear Walls:														
Walls														
Actual Length														
Min Length														
Walls														
Actual Length														
Min Length														
Walls	2I1	2I2												
Actual Length	18.0	18.0												
Min Length	18.0	18.0												
Walls	1I1	1I2												
Actual Length	18.0	18.0												
Min Length	18.0	18.0												

Trib Area:	Shear (plf)	Wall ht (ft)	Wall Wt	Bearing Load (psf)	Trib Width (ft)	Wall Length (min, not reduced)	Nailing (1/2" Struc I, Fully Blocked)	Capacity (plf)	Check
2I	408	14.00	10	24	19.00	18.00	3" o.c. Edge Nailing	665	OK
1I	732	14.50	10	32	19.00	18.00	4" o.c. EN both sides	1020	OK

Trib Area:	$P_{overturning}$	$P_{resisting}$	Total Uplift	Holdown	Capacity	Check	Post Size	Capacity	Check
	v x ht	DL x l/2	Pot-.45xPr	and min member	lbs			lbs	
2I	5706	5364	3304	HDU5(4x min)	5645	OK	6x4	12300	OK
1I	16319	12141	10884	HD19(6x6 min)	19070	OK	6x8	25900	OK

SECTION J

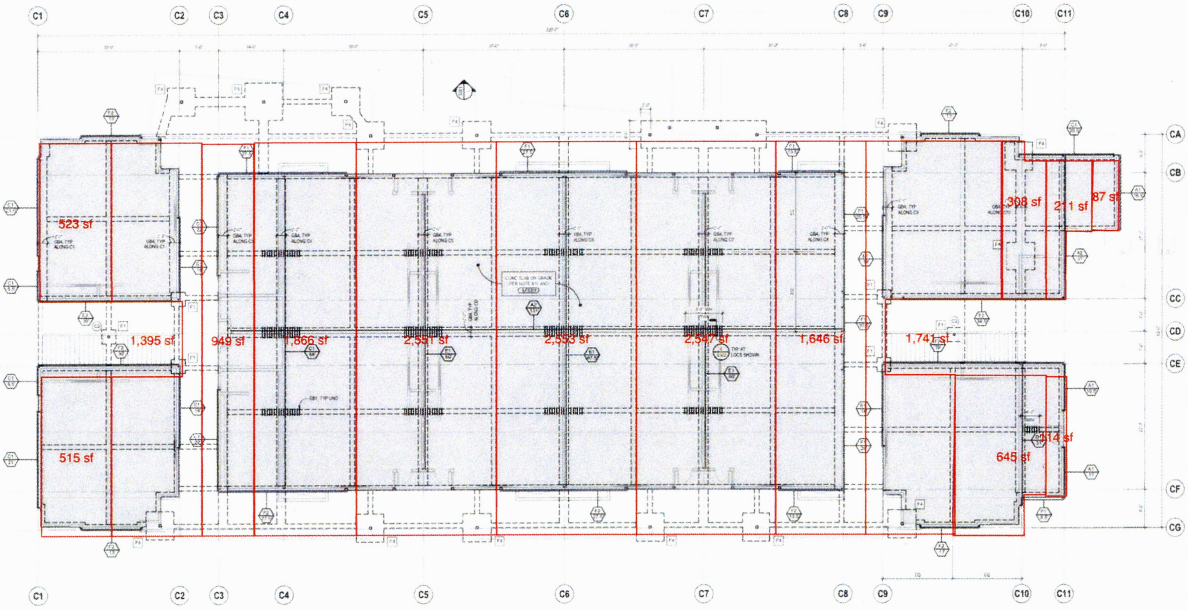
Shear Walls:														
Walls														
Actual Length														
Min Length														
Walls														
Actual Length														
Min Length														
Walls	2J1													
Actual Length	31.0													
Min Length	31.0													
Walls	1J1	1J2												
Actual Length	6.0	21.0												
Min Length	5.0	21.0												

Trib Area:	Shear (plf)	Wall ht (ft)	Wall Wt	Bearing Load (psf)	Trib Width (ft)	Wall Length (min, not reduced)	Nailing (1/2" Struc I, Fully Blocked)	Capacity (plf)	Check
2J	221	14.00	10	24	19.50	31.00	6" o.c. Edge Nailing	340	OK
1J	474	14.50	10	32	19.50	6.00	2" o.c. Edge Nailing	870	OK

Trib Area:	$P_{overturning}$	$P_{resisting}$	Total Uplift	Holdown	Capacity	Check	Post Size	Capacity	Check
	v x ht	DL x l/2	Pot-.45xPr	and min member	lbs			lbs	
2J	3092	9424	-1127	Not Required	0	OK	6x4	12300	OK
1J	9959	11731	4707	HDU5(4x min)	5645	OK	6x6	19000	OK

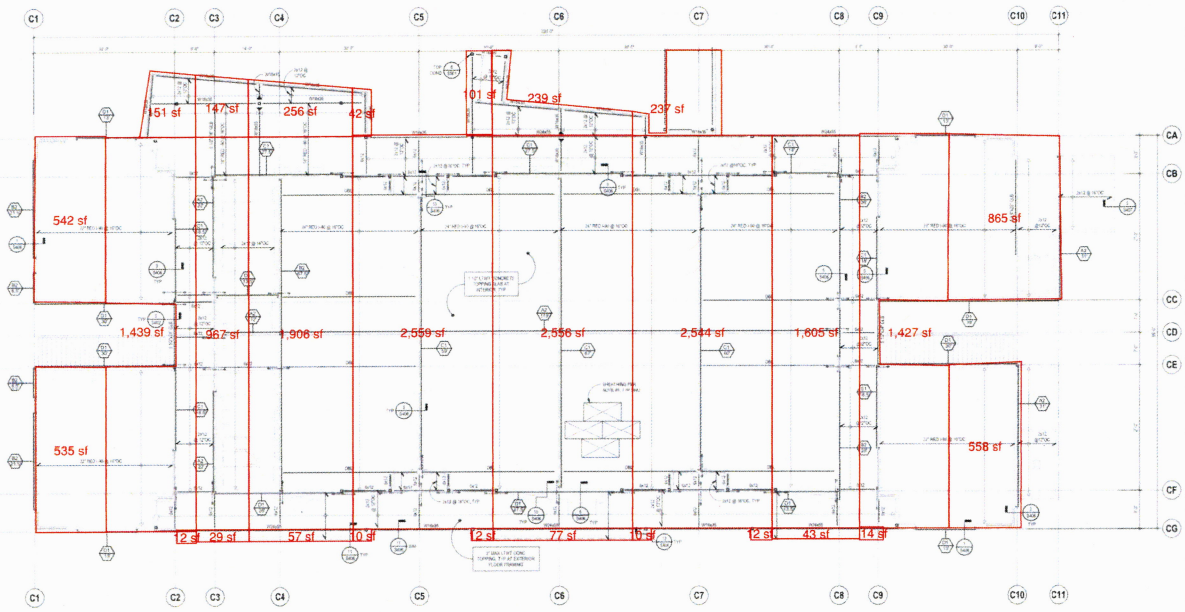
REGISTERED PROFESSIONAL ENGINEER
TERRY FERNANDEZ
No.3256
Exp. 03-31-19
STRUCTURAL
STATE OF CALIFORNIA

CLASSROOMS (1st FLOOR) - N/S



PER ORIGINAL CALC PACKAGE
FOR REFERENCE ONLY

CLASSROOMS (2nd FLOOR) - N/S



PER ORIGINAL CALC PACKAGE
FOR REFERENCE ONLY

MHP STRUCTURAL ENGINEERS
3900 Cover Street
Long Beach, California 90808
Phone: (562) 985-3200 Fax: (562) 985-1011

CALCULATION SHEET

By: KB	Project: McKinna ES	Job No.:	170184
Chk'd:	Subject: N-S Shear Wall Design	Date:	Oct-17

NORTH SOUTH DIRECTION SHEAR WALL DESIGN - Classrooms (Bldg C)

SECTION I

Shear Walls:															
	Walls														
	Actual Length														
	Min Length														
	Walls														
	Actual Length														
	Min Length														
	Walls	2I1	2I2												
	Actual Length	18.0	18.0												
	Min Length	18.0	18.0												
	Walls	1I1	1I2												
	Actual Length	18.0	18.0												
	Min Length	18.0	18.0												

Trib Area:	Shear (plf)	Wall ht (ft)	Wall Wt	Bearing Load (psf)	Trib Width (ft)	Wall Length (min, not reduced)	Nailing (1/2" Struc I, Fully Blocked)	Capacity (plf)	Check
2I	408	14.00	10	24	19.00	18.00	3" o.c. Edge Nailing	665	OK
1I	732	14.50	10	32	19.00	18.00	4" o.c. EN both sides	1020	OK

Trib Area:	$P_{overturning}$ v x ht	$P_{resisting}$ DL x l/2	Total Uplift Pot-.45xPr	Holdown and min member	Capacity lbs	Check	Post Size	Capacity lbs	Check
2I	5706	5364	3304	HDU5(4x min)	5645	OK	6x4	12300	OK
1I	16319	12141	10884	HD19(6x6 min)	19070	OK	6x8	25900	OK

SECTION J

Shear Walls:															
	Walls														
	Actual Length														
	Min Length														
	Walls														
	Actual Length														
	Min Length														
	Walls	2J1													
	Actual Length	31.0													
	Min Length	31.0													
	Walls	1J1													
	Actual Length	31.0													
	Min Length	31.0													

Trib Area:	Shear (plf)	Wall ht (ft)	Wall Wt	Bearing Load (psf)	Trib Width (ft)	Wall Length (min, not reduced)	Nailing (1/2" Struc I, Fully Blocked)	Capacity (plf)	Check
2J	221	14.00	10	24	19.50	31.00	6" o.c. Edge Nailing	340	OK
1J	397	14.50	10	32	19.50	31.00	2" o.c. Edge Nailing	870	OK

Trib Area:	$P_{overturning}$ v x ht	$P_{resisting}$ DL x l/2	Total Uplift Pot-.45xPr	Holdown and min member	Capacity lbs	Check	Post Size	Capacity lbs	Check
2J	3092	9424	-1127	Not Required	0	OK	6x4	12300	OK
1J	8844	21344	-711	HDU4(4x min)	4565	OK	6x6	19000	OK

PER ORIGINAL CALC PACKAGE
FOR REFERENCE ONLY

CFW
Planning and Financing Better Schools for California Students

May 29, 2018

Rob Corley, Field Representative
California Department of Education
School Facilities and Transportation Services Division
1430 N Street, Suite 1201
Sacramento, CA 95814

Subject: Oxnard School District – McKinna Elementary School PTN: 72538-101

Dear Mr. Corley,

On behalf of the Oxnard School District (District), this letter is to provide responses to comments and questions received from the California Department of Education (CDE) via email dated May 7, 2018. Documentation and relevant plan sheets are also attached addressing comments, where required.

1. Number of classrooms to be removed (31 new less existing = change which needs to match your OPSC application).

    - ***A total of 30 classrooms will be removed (including 17 permanent and 13 portable classrooms). A total of 31 new permanent classrooms will be constructed.***

2. Will the new McKinna be K-5 or TK-5?

    - ***The new McKinna will be a TK-5.***

3. Plans do not show safe pedestrian/bicycle routes to new campus from east of J Street. (see map below). Students should not walk to school through alleys. An on-site walkway is needed from J Street side to the new campus (west side) but none is shown on the plans. (sheet A002)

    - ***A concrete walkway will be provided from J Street.***

4. The existing playfields at McKinna will be demolished during construction of the new school. This eliminates the majority of PE and recess space for the 700 plus students at McKinna. Provide the plan for this interim time (2-3 years?) or a PE plan showing the school is able to meet the Education Code PE minimums without interruption due to construction.

    - ***The PE Plan for McKinna School has been modified to accommodate PE instruction during the construction phase and is attached to this letter. The school will use the hardcourts and the MPR for PE instruction. They will use PE equipment that engages every student in physical movement without taking a great deal of space while also meeting the PE standards.***

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

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

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6451

5. South driveway on N Street is not consistent in your plans. A001 and A002 show two way traffic (enter and exit). G003, G004 and C102 show one way traffic (enter only). Please clarify.

    - ***The site design has been modified and correctly shows both entry and exit lanes across each plan. Please see attached updated G003, G004 and C102.***

6. Three classrooms upstairs in the MPR building are over the kitchen and subject to disturbance from MPR and meal noise. CFW has said sound and vibration will be mitigated but no details are available in the plans. (sheet G105)

    - ***There is a seismic joint that mitigates the majority of the sound between classrooms and the MPR space. Acoustic insulation will be provided between floor joists above kitchen to mitigate noise transmission.***

7. Show that all 5 kindergarten rooms are 1,350 square feet or larger. Most appear to be about 1,300 square feet in size. (sheet G106)

    - ***The classrooms have been designed to meet the District's specification and budget. The District's education program can be delivered in the classrooms as designed.***

8. Room 441 has been identified for Severe Special Education students. Confer with District Special Ed staff whether severe students should be upstairs. Stairs can be very challenging to students with balance or other disabilities.

    - ***The SDC Severe/Flex Room will be moved to room 412 on the first floor and an in-classroom restroom will be added to that room. The data room adjacent to 412 will be relocated.***

9. Also confer with District Special Ed staff about finishes, flooring, acoustic absorption, and lighting in special education rooms 403, 404, 441. All are shown with semi-gloss painted walls. Rooms 403 and 404 are carpeted while 441 is tiled. It is not clear if the lighting is dimmable or diffused. Bright LED lights can be very distracting to some students with processing issues. Darker colors and flat/matte surfaces avoid reflected lights. The tile should be carefully considered to be non-reflective (especially with LEDs) and quiet.

    - ***Classroom 441 will not be a special education classroom. Classrooms 403 and 404 have carpet and acoustic ceiling tile to control noise reverberation, and are equipped with dimmable light fixtures to control glare. Room 412 will be a moderate-to-severe classroom. The tile in room 412 works well for moderate-to-severe students.***

10. The checkbox for No Liquefaction Problems on page 6 of form 4.07 was not checked. Most of the City is identified as prone to liquefaction which has not been a problem with proper soils engineering design. We will assume this is the situation and consider the liquefaction risk mitigated by your soils engineer in documents submitted to DSA.

    - ***Confirmed.***

11. What is planned use of room 421 (building 4, first floor) 170 sq feet?

    - ***The planned use is for storage. Data will be also be relocated to this area.***

12. Classroom Building 4 elevations appear to show only one window in each classroom, located over the door. Please clarify if windows at seating level are being provided for all classrooms.

    - ***Floor to ceiling windows are provided at each classroom extending about 13 linear feet to the side of the door.***

13. Nurse's Office room 106 is adjacent to an office staff work area. Incomplete interior elevations were provided. It appears the only observation will be through the door when open. This is likely OK but please review.

    - ***There is a window that faces the work stations across the hall.***

14. An existing child care building and yard are on the east side of the existing campus and will remain. Is the child care area considered part of the school's 10.02 acres or is this a joint use facility in addition to the 10.02 acres?

    - ***The 10.02 acres does include the child care facility, however the child care facility is an independently run facility, not in joint use with the school.***

15. Sheet C002: will existing SCE transformers be left in place on the future playfield for the school?

    - ***The existing SCE equipment will be removed.***

16. Sheet C100 says existing SCE easement across campus will remain. Clarify if correct; if so, what is voltage and what properties are served?

    - ***SCE quitclaim has been processed, and it will be removed.***

17. C002 and C102 show permeable pavement in two parking areas. Are these pavers or poured paving mix?

    - ***Permeable paving mix.***

18. General comment: Civil and other sections lack symbol legends on the pages. Difficult for reviewers (and bidders) to track down information.

    - ***Civil drawings include symbol legend on C001. First sheet of discipline pages typically include symbol legends.***

19. A004: three rolling gates are shown. It is not clear that gates may open/close without accidently injuring a student. Are these motorized? Are barriers planned to keep students out of the gate path?

    - ***Rolling gates have been removed in the approved design.***

20. Plan Summary page 8 mentions a Music classroom. Plans did not show a classroom for Music. Will there be 30 classrooms plus one music room?

    - ***Correct, there will be 30 classrooms plus 1 piano lab. The piano lab will be located in Room 402.***

21. The proposed monument sign on A004 is parallel to the street. These are difficult for drivers unfamiliar with the area to see. McKinna has a nice sign on J Street. Consider a similar marquee type sign for N Street and keeping the J Street sign so that parents on both sides of the campus will have information. The large aluminum letters are nice but work better and last longer when mounted out of reach on the side of a building.

    - ***Sign orientation is intended to allow visibility from both direction; letters are welded to backing for durability. Signage will be provided on J Street.***

Should you have additional questions, please feel free to contact CFW at (323) 202-2550.

Sincerely,

Greg Norman
State Aid Services
Caldwell Flores Winters

Janet Kliegl
Educational Programs
Caldwell Flores Winters

Cc: Dr. Cesar Morales, Superintendent, Oxnard School District
David Fateh, Director of Facilities, Oxnard School District
Brian Dougherty, LAIA, LEED AP, Dougherty Architects

Attachments:

1. McKinna Elementary School PE Plan During Construction
2. Sheet G003 – Site Plan Code Analysis
3. Sheet G004 – Site Plan Local Fire Authority
4. Sheet C102 – Civil Construction Documents Grading & Drainage Plans
5. Sheet A001 – Site Plan
6. Sheet A002 – Enlarged Site Pan West

McKinna Elementary Physical Education Program: Interim Plan during Construction

The elementary physical education program at McKinna Elementary School emphasizes the importance of physical activity and personal fitness. These activities emphasize physical activity, continuous movement, and challenges that involve overloading the major muscle groups. The physical education program emphasizes the development of fundamental locomotor, nonlocomotor, and manipulative skills. Children participate in physical education outdoors on most days. On days when it is raining or otherwise poor weather, the students use the Multipurpose Room (MPR)/ as the space for their Physical Education. In the MPR, they participate in such activities as dance and indoor movement activities. Their teacher develops the lessons based upon the State of California Physical Education Content Standards as well the *Physical Education Framework for California Public Schools* [California Department of Education 2009]. The teacher always accompanies the students for physical education and does the instruction. Kindergarten children engage in physical education activities daily. McKinna Elementary physical education program provides the required number of minutes, 200 minutes each 10 days of school, of physical education as required by state law and outlined in California *Education Code* Section 51210[g]. McKinna Elementary School is designed for 750 students.

Kindergarten students have their own playground space which remains in place during construction. In this space there is area for the students to run, jump, hop, gallop, leap and skip. In this same space they may toss, kick and bounce lightweight balls and beanbags. The students play on playground climbing equipment, which includes horizontal ladders, horizontal bars, and climbing apparatus. There will be approximately 40 students in this space at one time for PE as all kindergartens will not have PE at the same time.

Number of physical education classes needed to serve the master plan enrollment of the school.

McKinna Elementary students in grades one through three are in classes of 24. Students in grades four and five have 30 students per class. First through fifth grade students rotate throughout the day for PE. For Kindergarten through fifth grade, the district's policy is to have the classroom teachers do the physical education instruction with their assigned students. The teacher will ensure the safety of the students during PE instruction. The special education department works with teachers to develop unique curriculum for students with special needs and the district will provide needed specialized equipment as necessary.

Grade Level	Physical Education Class
First Grade - Class A1	Physical Education Class 1
First Grade - Class A2	Physical Education Class 2
First Grade - Class A3	Physical Education Class 3
First Grade - Class A4	Physical Education Class 4
First Grade – Class A5	Physical Education Class 5
Second Grade – Class B1	Physical Education Class 6

Second Grade – Class B2	Physical Education Class7
Second Grade - Class B3	Physical Education Class8
Second Grade – Class B4	Physical Education Class 9
Second Grade – Class B5	Physical Education Class 10
Third Grade – Class C1	Physical Education Class 11
Third Grade - Class C2	Physical Education Class 12
Third Grade - Class C3	Physical Education Class 13
Third Grade - Class C4	Physical Education Class 14
Third Grade – Class C 5	Physical Education Class 15
Fourth Grade – Class D1	Physical Education Class 16
Fourth Grade - Class D2	Physical Education Class 17
Fourth Grade - Class D3	Physical Education Class 18
Fourth Grade - Class D4	Physical Education Class 19
Fifth Grade - Class E1	Physical Education Class 20
Fifth Grade - Class E2	Physical Education Class 21
Fifth Grade - Class E3	Physical Education Class 22
Fifth Grade – Class E4	Physical Education Class 23

A total of 23 physical education classes are required.

Identify physical education teaching stations.

During construction, the school will use the hardcourt area and the MPR for PE instruction. The hardcourt areas remain on the campus so that three classes of students will use this area for PE each day with the other one or two classes using the MPR. Each of the grade levels will rotate on a predetermined schedule the PE spaces during the week.

Each teaching station provides sufficient space for motor skill development, appropriate space/facility to meet learning objectives, provides a buffer from other classes so as to make sure each student is safe. Each teaching station is large enough and properly equipped to allow all students time to participate with minimal time lost in waiting and in transition.

Oxnard School District has adopted the State Board of Education adopted California Physical Education Content Standards that are to be taught in each teaching station.

Standard 1: Demonstrate motor skills and movement patterns needed to perform a variety of physical activities.

Standard 2: Demonstrate knowledge of movement concepts, principles, and strategies as they apply to learning and performance of physical activities.

Standard 3: Assess and maintain a level of physical fitness to improve health and performance.

Standard 4: Demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.

Standard 5: Demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies as applied to learning and performance of physical activity.

Attach a site plan that identifies each teaching station.

Schedule classes into instructional time periods each week (allow five minutes transition and clean up time).

The PE schedule for McKinna Elementary is below. It allows for a 25 minute blocks of daily PE instruction of 20 minutes with five minutes for transition and set-up and cleanup for students in first through fifth grades. Students will participate in PE class 5 days a week so that they meet the required 200 minutes every ten school days.

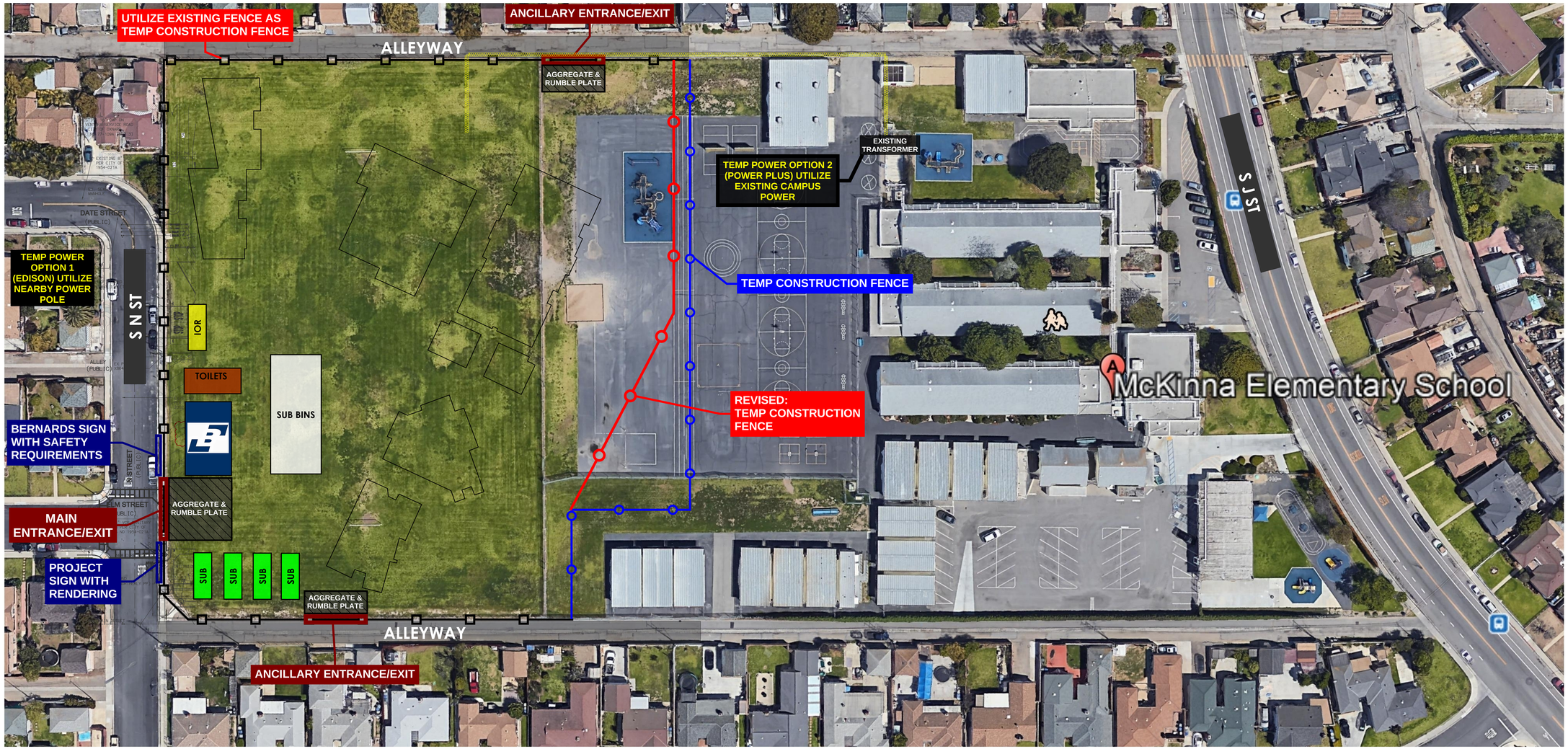
During construction, the school will use existing hardcourt and the MPR for PE instruction. They will use equipment that engages all of the students in physical movement that meets the PE standards without taking large amounts of space. The classes will rotate the PE stations on a weekly predetermined schedule.

Sample Daily Schedule #1

Time	**Hardcourt # 1 Content Standard 1-5**	**Hardcourt #2 Content Standards 1-5**	**Hardcourt #3 Content Standards 1-5**	**MPR**	**MPR**
8:10 - 9:25	Class 1	Class 2	Class 3	Class 4	Class 5
9:25 - 9:50	Class 6	Class 7	Class 8	Class 9	Class 10
9:50 - 10:15	Class 11	Class 12	Class 13	Class 14	Class 15
10:15 - 10:30	Primary recess	Primary recess	Primary recess	Primary recess	Primary recess
10:30 - 10:45	Upper grade recess	Upper grade recess	Upper grade recess	Upper grade recess	Upper grade recess

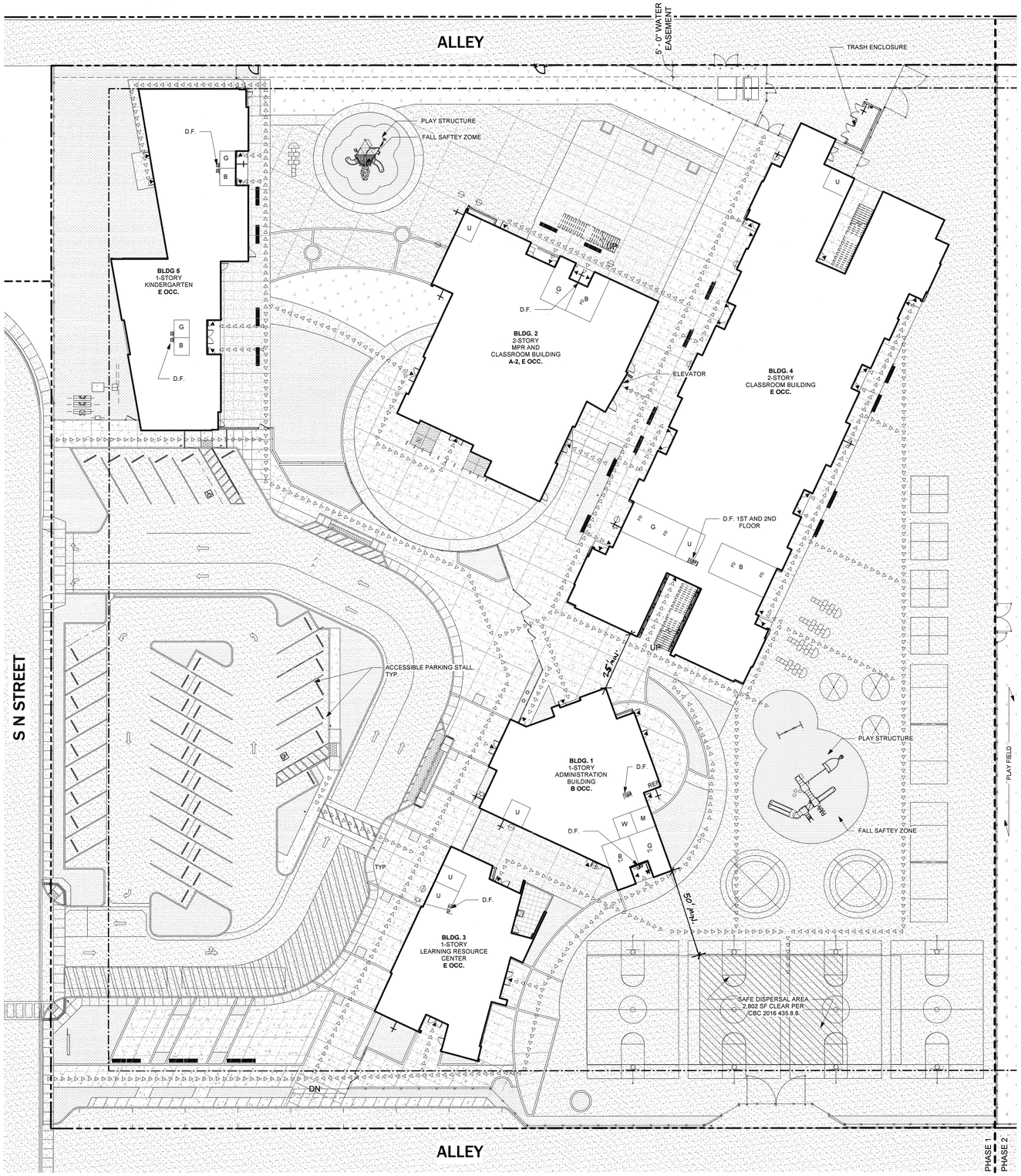
11:00 - 11:25	Lunch	Lunch	Lunch	Lunch	Lunch
11:30 - 12:00	Lunch	Lunch	Lunch	Lunch	Lunch
12:00 - 12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30 - 12:55	Class 16	Class 17	rotation	Class 18	Class 19
12:55 - 1:20	Class 20	Class 21	rotation	Class 22	Class 23
1:20 - 1:45	Flex time	Flex time	Flex time	Flex time	Flex time
1:45 - 2:10 (Upper grades only)	Flex time	Flex time	Flex time	Flex time	Flex time

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION SITE LOGISTICS PLAN



NTS

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



CODE ANALYSIS: BUILDING 1

CONSTRUCTION TYPE:	V-B
NUMBER OF STORIES:	1
AUTOMATIC SPRINKLER SYSTEM:	YES
MIN. ROOF CLASS ASSEMBLY: (PER CBC TABLE 1505.1)	B
ROOF CLASS PROVIDED:	A-BUR
OCCUPANCY: AREA:	B 4,217 SF
ALLOWABLE AREA PER FLOOR (CBC TABLE 506.2):	36,000 SF
FRONTAGE INCREASE:	N/A
SPRINKLER INCREASE:	YES
HEIGHT/AREA:	AREA
PROVIDED AREA:	4,228 SF
ALLOWABLE BUILDING HEIGHT (CBC TABLE 504.3):	40'-0"
PROVIDED:	20'-6"
ALLOWABLE NUMBER OF STORIES (CBC TABLE 504.4):	2
PROVIDED:	1

CODE ANALYSIS: BUILDING 3

CONSTRUCTION TYPE:	V-B
NUMBER OF STORIES:	1
AUTOMATIC SPRINKLER SYSTEM:	YES
MIN. ROOF CLASS ASSEMBLY: (PER CBC TABLE 1505.1)	B
ROOF CLASS PROVIDED:	A
OCCUPANCY: AREA:	A-3 3,680 SF
ALLOWABLE AREA PER FLOOR (CBC TABLE 506.2):	24,000 SF
FRONTAGE INCREASE:	N/A
SPRINKLER INCREASE:	YES
HEIGHT/ AREA:	AREA
PROVIDED AREA:	3,710 SF
ALLOWABLE BUILDING HEIGHT (CBC TABLE 504.3):	40'-0"
PROVIDED:	20'-6"
ALLOWABLE NUMBER OF STORIES (CBC TABLE 504.4):	1
PROVIDED:	1

CODE ANALYSIS: BUILDING 5

CONSTRUCTION TYPE:	V-B
NUMBER OF STORIES:	1
AUTOMATIC SPRINKLER SYSTEM:	YES
MIN. ROOF CLASS ASSEMBLY: (PER CBC TABLE 1505.1)	B
ROOF CLASS PROVIDED:	A
OCCUPANCY: AREA:	E 6,000 SF
ALLOWABLE AREA PER FLOOR (CBC TABLE 506.2):	38,000 SF
FRONTAGE INCREASE:	N/A
SPRINKLER INCREASE:	YES
HEIGHT/ AREA:	AREA
PROVIDED AREA:	6,000 SF
ALLOWABLE BUILDING HEIGHT (CBC TABLE 504.3):	40'-0"
PROVIDED:	20'-6"
ALLOWABLE NUMBER OF STORIES (CBC TABLE 504.4):	1
PROVIDED:	1

PARKING COUNT
(CBC TABLE 11B-208.2)

TOTAL NUMBER OF STALLS: 39

	REQUIRED	PROVIDED
ACC. STALLS:	2/50	2
ACC. VAN STALLS:	1	1
CLEAN AIR STALLS: (CBC TABLE 5.106.5.2)	3/50	
PARKING STALLS:	39	39

TOTAL OCCUPANTS: 934
SAFE DISPERAL AREA REQUIREMENTS:
LOCATION: 50'-0" AWAY FROM BLDGS

3 SF PER PERSON PER CBC 2016 435.8.8
3 X 934 = 2,802 SF REQUIRED
OPEN PLAYGROUND > 100,000 SF PROVIDED

CODE ANALYSIS: BUILDING 2 & 4

CONSTRUCTION TYPE:	III-B
NUMBER OF STORIES:	2
AUTOMATIC SPRINKLER SYSTEM:	YES
MIN. ROOF CLASS ASSEMBLY: (PER CBC TABLE 1505.1)	B
ROOF CLASS PROVIDED:	A-BUR
OCCUPANCY:	A-2, E
AREA:	49,970 SF
1ST FLOOR A-2:	8,629 SF
1ST FLOOR E:	19,088 SF
2ND FLOOR E:	22,253 SF

ALLOWABLE AREA PER FLOOR
CBC 506.2.4 - EQUATION 5-3
ALLOWABLE (A-2):
$A_a = A_t + (NS \times I_f)$
$= 28,500 + (9500 * .75)$
$= 28,500 + 6,500$
$A_a = 35,000$

ALLOWABLE (E):
$A_a = A_t + (NS \times I_f)$
$= 43,500 + (14,500 * .75)$
$= 43,500 + 10,875$
$A_a = 54,375$

(CBC TABLE 506.2):
FIRST FLOOR

PROVIDED:	(A-2)	8,629	(E)	19,088
ALLOWABLE:		35,000		54,375
		(.25) +		(.35)
		.60 < 1.0		[OK]

SECOND FLOOR: (E) OCCUPANCY

PROVIDED:	22,253
ALLOWABLE:	54,375 [OK]
FRONTAGE INCREASE:	YES
SPRINKLER INCREASE:	YES
HEIGHT/ AREA:	AREA
PROVIDED AREA:	49,970 SF
ALLOWABLE BUILDING HEIGHT (CBC TABLE 504.3):	55'-0"
PROVIDED:	37'-0"
ALLOWABLE NUMBER OF STORIES (CBC TABLE 504.4):	2
PROVIDED:	2

CODE ANALYSIS: ELEVATOR

ELEVATOR PATH OF TRAVEL:
(PER CBC 11B-206.2.3.2)

MAXIMUM ALLOWABLE TRAVEL DISTANCE TO STAIR: 200'

P.O.T. A -	103' - 0"
P.O.T. B -	177' - 0"
P.O.T. C -	167' - 0"

ASSEMBLY	168	
	MALE	FEMALE
OCC. LOAD REQ.	84	84
	PROV.	PROV.
WATER CLOSETS	1	3
URINALS	1	
LAVATORIES	1	1
DRINKING FOUNTAINS	1	

BUSINESS	26	
	MALE	FEMALE
OCC. LOAD REQ.	13	13
	PROV.	PROV.
WATER CLOSETS	1	1
URINALS	1	
LAVATORIES	1	1
DRINKING FOUNTAINS	1	

EDUCATION	740	
	MALE	FEMALE
OCC. LOAD REQ.	370	370
	PROV.	PROV.
WATER CLOSETS	8	13
URINALS	4	
LAVATORIES	10	10
DRINKING FOUNTAINS	5	

TOTALS	934	
	MALE	FEMALE
OCC. LOAD REQ.	467	467
	PROV.	PROV.
WATER CLOSETS	10	17
URINALS	6	
LAVATORIES	12	11
DRINKING FOUNTAINS	7	

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATMENT:

THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

BRIAN PAUL DOUGHERTY, FAIA — 08-24-2017 DATE OF SITE WALK AND REVIEW

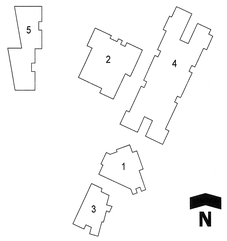
SITE LEGEND

- NEW BUILDING
- SITE CONCRETE
- SITE CONCRETE - ACID WASH
- ASPHALT
- PROTECTIVE SURFACING
- LANDSCAPE
- ACCESSIBLE RESTROOM
  - M: MEN
  - W: WOMEN
  - B: BOYS
  - G: GIRLS
  - U: UNISEX
- EASEMENT LINE
- PROPERTY LINE
- MATCHLINE
- ACCESSIBLE PATH OF TRAVEL
- ACCESSIBLE ENTRANCE

FIRE RATING REQUIREMENTS:

ELEMENT:	TYPE III-B	TYPE V-B
PRIMARY STRUCTURAL FRAME	0	0
BEARING WALLS EXTERIOR	2	0
BEARING WALLS INTERIOR	0	0
NON-BEARING WALLS INTERIOR	0	0
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	0	0
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	0	0

PER CBC 2016 TABLE 601
FOR NON-BEARING EXTERIOR WALLS SEE TABLE 602



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC. AS FLS. TL SS MM
DATE 3-15-18

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

SITE PLAN - CODE ANALYSIS

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

G003

SITE PLAN CODE ANALYSIS | D10 | 1" = 20'-0"

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP

DSA 810

LOCAL FIRE AUTHORITY REVIEW

To facilitate the Division of the State Architect's (DSA) approval of the Fire/Life Safety portion of a project, DSA requires Local Fire Authority (LFA) review of certain elements as identified in this form. Use of this form is mandatory for projects that add square footage to a campus or if any item on this form is relevant to the project. For additional information, see DSA 810 Instructions and DSA Policy 09-01.

PROJECT INFORMATION

School District/Owner: OXNARD SCHOOL DISTRICT

Project Name/School: MCKINNA ELEMENTARY SCHOOL

Project Address: 1611 SOUTH J. STREET

LOCAL FIRE AUTHORITY (LFA)

LFA Agency Name: Oxnard Fire Department

LFA Reviewer Name: Sergio Martinez | **Title:** Fire Marshal

Email: sergio.martinez@oxnard.org | **Telephone Number:** 805-385-7720

I have reviewed and responded to the applicable items for this project as listed below.

Note: *Only sign this form when it is imposed onto the site plan. A loose form is not acceptable to DSA.*

LFA Reviewer's Signature: **Date:** 10-04-2017

Review Key: **"Y"** = Complies with LFA requirements; **"N"** = Not approved (complete Section 8); **"NA"** = Not applicable to the project; **"NR"** = LFA elects not to review

	Description	Y	N	NA	NR
1	Where an elevator does not meet medical emergency service cab size, per the California Building Code (CBC), use of stairways for emergency rescue and patient transport is acceptable.				
2	Access roads, fire lane markings, pavers and gate entrances are in accordance with Title 19, California Code of Regulations and the California Fire Code, Chapter 5.	X			
3	Fire hydrant location and distribution complies with the California Fire Code (or see # 4).	X			
4	Fire hydrant location and distribution complies with NFPA 1142, "Alternate Means." If "NR" is checked, DSA can only approve on-site water storage as an alternate. The signature of the school district official is required to acknowledge the use of alternate means. **Signature of School District Official:** _____ **Date:** _____ **Print the School District Official's Name:**			X	
5	The location(s) of the proposed post indicator valve and fire department connection meet the requirements of this jurisdiction.	X			
6	The location(s) of the detector check valve assembly meet the requirements of this jurisdiction.	X			
7	Is the project located in a hazard severity zone area? (CBC, Chapter 7A, Section 701A.) ☐ Yes ☒ No Check type if "Yes": ☐ Moderate ☐ High ☐ Very High ☐ WIFA (If one of these boxes is checked, the project design must meet the requirements of Chapter 7A.)				
8	COMMENTS (note deficiencies):				

DSA 810 (rev 05-12-14) DIVISION OF THE STATE ARCHITECT — DEPARTMENT OF GENERAL SERVICES — Page 1 of 1 STATE OF CALIFORNIA

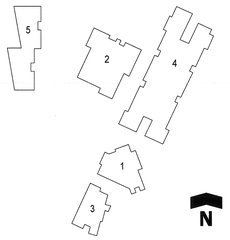
BUILDING DATA

CONSTRUCTION TYPE: V-B & III-B
AUTOMATIC SPRINKLER SYSTEM: YES
MIN ROOF CLASS ASSEMBLY: B
(PER CBC TABLE 1505.1)
ROOF CLASS PROVIDED A-BUR

GROSS BUILDING AREA	
Name	Area
BUILDING 1 - GROSS	4217 SF
BUILDING 2 - GROSS	12170 SF
BUILDING 3 - GROSS	3680 SF
BUILDING 4 - GROSS	32162 SF
BUILDING 5 - GROSS	6000 SF
	58229 SF

SITE LEGEND

- A-3 OCCUPANCY
- B OCCUPANCY
- E OCCUPANCY
- FIRE ACCESS LANE
- HYD FH — NEW FIRE HYDRANT
- HYD FH — EXISTING FIRE HYDRANT
- ACCESSIBLE RESTROOM
  - M: MEN
  - W: WOMEN
  - B: BOYS
  - G: GIRLS
  - U: UNISEX
- EASEMENT LINE
- PROPERTY LINE
- ASSUMED IMAGINARY LINE
- HYDRANT TRAVEL DISTANCE



IDENTIFICATION STAMP
DIV.OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
AC: 03-118371
AC: FLS: SS
DATE: 8-15-18

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

SITE PLAN - LOCAL FIRE AUTHORITY

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

G004

SITE PLAN CODE ANALYSIS D10
1" = 20'-0"

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP

MATCH LINE SEE SHEET C100

MATCH LINE SEE SHEET C103

ALLEY (PUBLIC)

N STREET (PUBLIC)

ELM STREET (PUBLIC)

STORMWATER BMP PERMEABLE PAVEMENT AREA=1,800 SF

BLDG 1 FF=36.05

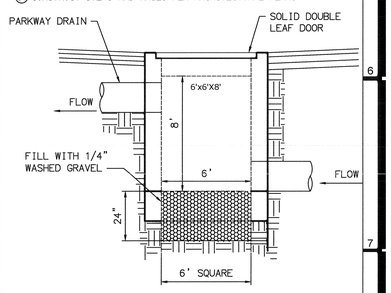
BLDG 3 FF=35.67

SUB-AREA F BMP: INFILTRATION BASIN
SUB-AREA = 0.15 ACRES
INFILTRATION BASIN
BOTTOM SURFACE = 44 SQ.FT.
DEPTH = 6-IN

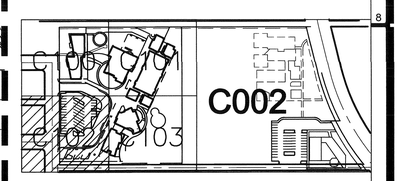
FOREBAY
BOTTOM AREA = 22 SQ.FT.
DEPTH = 6"

CONSTRUCTION NOTES

1. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115, W=(SEE PLAN), X=2', Z=8" PCC WITH #4 BARS 12" O.C. EACH WAY OVER 4" SAND
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 (6'lLx8"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
14. CONSTRUCT PERMEABLE PAVEMENT BMP: 2" POROUS PAVING COURSE OVER 2" NO 8 BEDDING COURSE OVER 16" OPEN GRADED NO 2 BASE. LINED WITH US 200 WOVEN GEOTEXTILE FABRIC ALONG BOTTOM AND SIDES
16. CONSTRUCT 3' WIDE CONCRETE RIBBON GUTTER PER CITY OF OXNARD PLATE 117
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
23. CONSTRUCT DETECTABLE WARNING SURFACE PER ARCHITECTURAL PLANS. TRUNCATED DOMES SHALL BE COLOR FEDERAL YELLOW (FS6686 OF FEDERAL STANDARD 595C)
28. CONSTRUCT ACCESIBLE PARKING STALL,STRIPING AND SIGNAGE PER ARCHITECTURAL PLAN DETAILS
29. CONSTRUCT PARKWAY DRAIN PER SPPWC STD PLAN 151-2, 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



A ACCESS STRUCTURE



KEYMAP
1"=200'

SCALE: 1"=10'

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

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
SERVICES
FILE NO: 56-22
A#: 03 118371
AC FLS 72 SS MA
DATE 3-15-18

DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.544.5711 - WWW.DELANEENGINEERING.COM

McKINNA ES
OXNARD SCHOOL DISTRICT
1611 S. J STREET, OCNARD, CA 93030

JOB	01-10157
SCALE	1"=20'
PM	SU-
DATE	3/2/18

CIVIL - CONSTRUCTION DOCUMENTS
GRADING & DRAINAGE PLANS

DSA SUBMITTAL

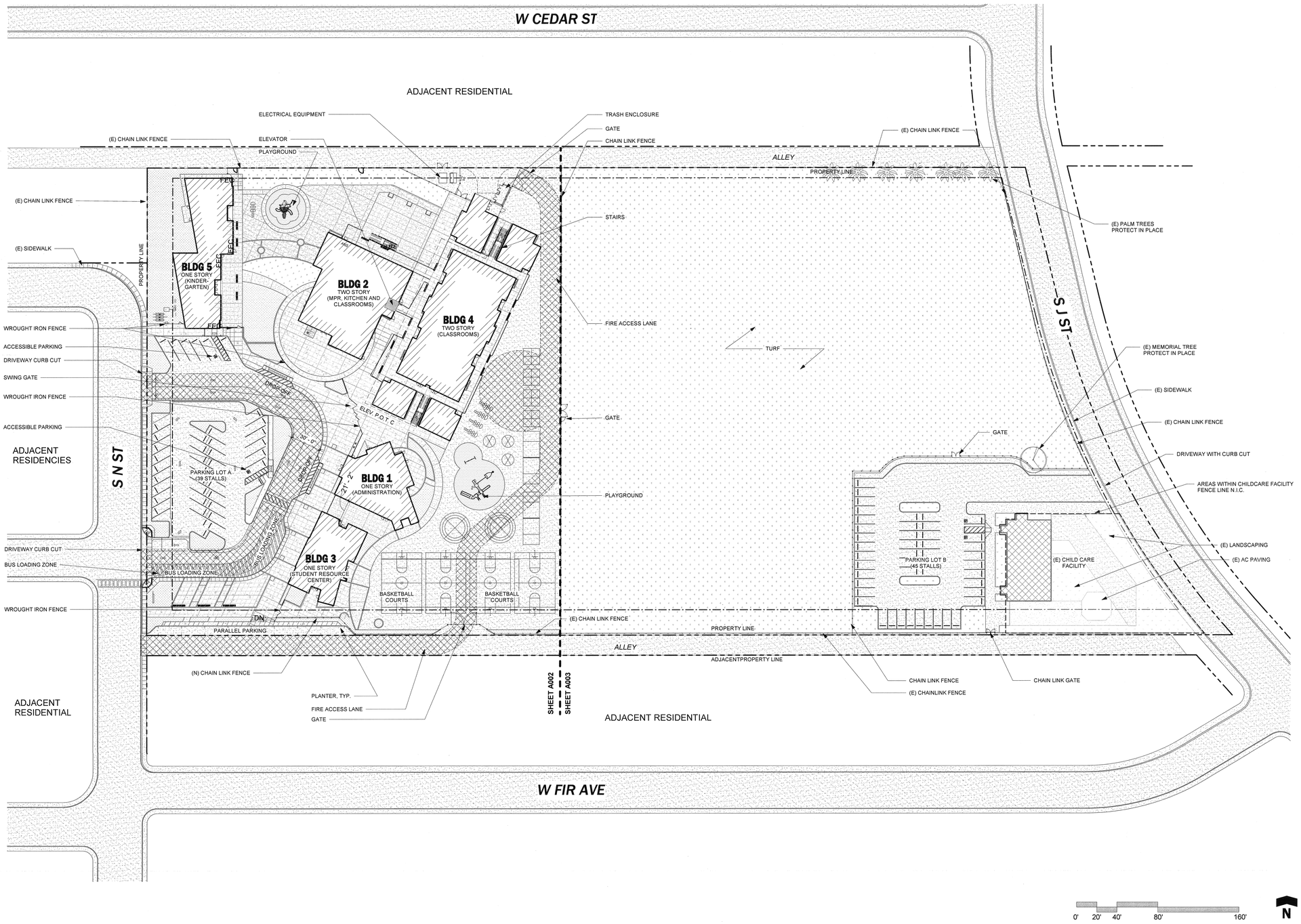
Dougherty
COSTA MESA ▪ OAKLAND
www.dougherty.us

C102

PLOT DATE: 3/12/18 6:57 PM FILE NAME: H:\PLAN\01010157\CAD\LAND\GL\C\CONSTRUCTION DOCUMENTS\C01\157-CD-C102.DWG

SAVE DATE: 3/12/18 CSOLIS

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



OVERALL SITE PLAN | A10
1" = 40'-0"

SITE LEGEND

- NEW BUILDING
- EXISTING BUILDING
- SITE CONCRETE
- SITE CONCRETE - ACID WASH
- ASPHALT
- PROTECTIVE SURFACING
- LANDSCAPE
- AC PAVING
- PLAYGROUND PROTECTIVE SURFACING
- 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

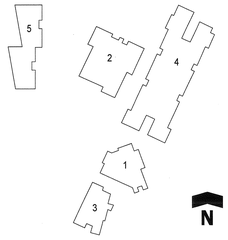
1. ITEMS SHOWN ARE NEW UNLESS NOTED OTHERWISE
2. FOR UNDERGROUND UTILITIES TRENCHING, COORDINATE WITH CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL
3. REFER TO CIVIL FOR OFF-SITE IMPROVEMENTS

LICENSED ARCHITECT — DOUGHERTY — C-24 — REN. JUL 31, 20 — 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	02/09/2017



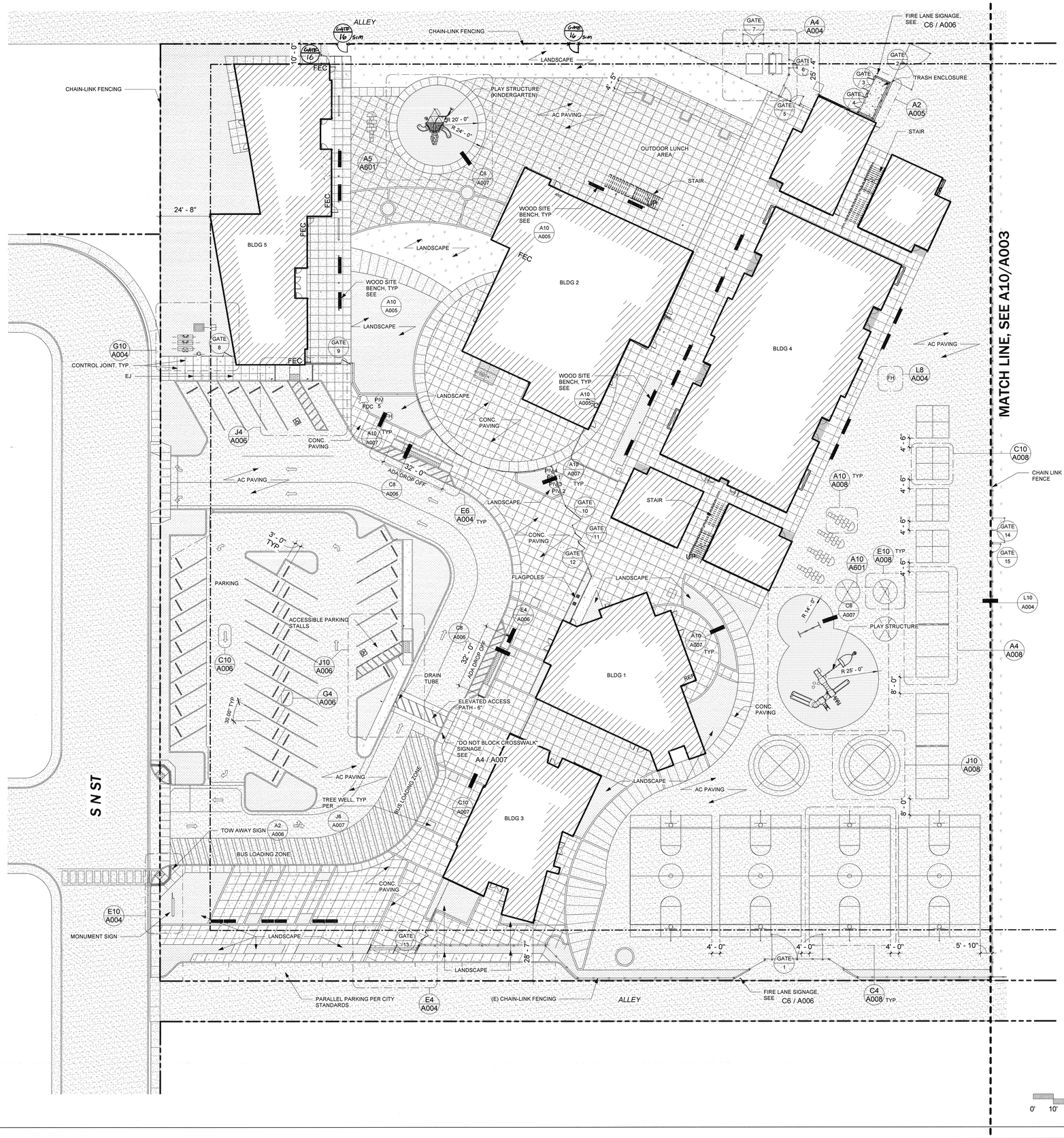
IDENTIFICATION STAMP
DIV OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC FLS SS
DATE 3-15-18

Dougherty
COSTA MESA | OAKLAND
www.dougherty.us

SITE PLAN

A001

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



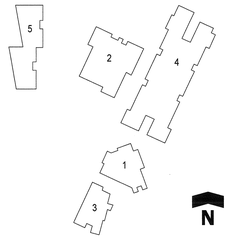
ENLARGED SITE PLAN - WEST | A10 | 1" = 20'-0"

SITE LEGEND

- NEW BUILDING
- EXISTING BUILDING
- SITE CONCRETE
- SITE CONCRETE - ACID WASH
- ASPHALT
- PROTECTIVE SURFACING
- LANDSCAPE
- AC PAVING
- PLAYGROUND PROTECTIVE SURFACING
- 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



IDENTIFICATION STAMP
DIV.OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC. FLS. SS.
DATE 3-15-18

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

ENLARGED SITE PLAN - WEST

Dougherty

COSTA MESA OAKLAND
www.dougherty.us

A002

#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 Falk
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:** August 19, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 011 to Construction Services Agreement #17-41 with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Change Order No. 011 addresses various electrical revisions. This change includes costs for the installation of additional access panels, for fixtures where it is not feasible to run the emergency light packs into interior spaces. The engineer directed the installation of emergency light pack mounting in separate locations and with the inclusion of additional access panels. Also included is the procurement and installation of additional light fixtures at approx. 1' and 3' lengths on each side of glulam beam (GLB), electrical lighting plan only calls for one fixture, however, actual installation required two fixtures. Cost for Owner Requested changes are included, such as changes to exterior light fixtures, installation of surveillance camera Infrastructure, installation of additional security keypads.

Change Order No. 011 provides for the Board's consideration and ratification of the following COR's:

•COR 34 RO – ASI 018r1 - Exterior Ceiling Access Doors
•COR 180 RO – RFI 191 – Additional N1 Fixtures
•COR 181 RO – PR 08 – N Light Fixture Color
•COR 182 RO – RFI 096 - Title 24 Receptacle Adds
•COR 183 RO – RFI 273 – Proposed Surveillance Camera Locations (Rough-In Only)
•COR 184 RO – RFI 279 - Added Keypads in Buildings 1 and 2
•COR 240 RO - Temporary Power for Elevator Install

FISCAL IMPACT:

Fifty-Nine Thousand Three Hundred Fifty-Eight Dollars and No Cents ($59,358.00) 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 #011 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: **Change Order No. 011 (2 Pages)**
COR 34 RO - ASI 018 - Exterior Ceiling Access Doors (13 Pages)
COR 180 RO - RFI 191 - Additional N1 Fixtures (7 Pages)

COR 181 RO - PR 08 - N Light Fixture Color (6 Pages)
COR 182 RO - RFI 096 - Title 24 Receptacle Adds (14 Pages)
COR 183 RO - RFI 273 - Proposed Surveillance Camera Locations (Rough-In Only) (10 Pages)
COR 184 RO - RFI 279 - Added Keypads in Buildings 1 and 2 (10 Pages)
COR 240 RO - Temporary Power for Elevator Install (2 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CHANGE ORDER

Date: 8/19/2020 **CHANGE ORDER NO. 011**

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 (001-010)……..**$ 402,135.00**

ADJUSTED CONTRACT SUM……...**$ 28,721,473.00**

NET CHANGE - **$ 59,358.00**

Total Change Orders to Date: ….....……..**$ 461,493.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 011...……..**$ 28,780,831.00**

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 ……**(1.63%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR 34 RO – ASI 018r1 - Exterior Ceiling Access Doors	$7,337.00			
2.	COR 180 RO – RFI 191 – Additional N1 Fixtures			$5,389.00	
3.	COR 181 RO – PR 08 N Light Fixture Color		$22,559.00		
4.	COR 182 RO – RFI 096 - Title 24 Receptacle Adds				$6,402.00
5.	COR 183 RO – RFI 273 –Proposed Surveillance Camera Locations(Rough-In Only)		$6,917.00		
6.	COR 184 RO – RFI 279 RO - Added Keypads in Buildings 1 and 2		$3,849.00		
7.	COR 240 RO - Temporary Power for Elevator Install	$6,905.00			
	Totals	**$14,242.00**	**$33,325.00**	**$5,389.00**	**$6,402.00**

Total Change Order No. 011 …….. $59,358.00

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

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

_____ **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. 34 R0

Project: McKinna Elementary School Reconstruction

Date: 1/19/2020

DESCRIPTION OF WORK

ASI - 018 - Access Panels

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	6,769
	Subtotal:	6,769
Contractual Costs		
Fee		349
Subcontract Default Insurance		81
CCIP		86
Contractor Bond		52
	Subtotal:	568
	Total Change Order Request Amount:	**7,337**

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

PCO #010

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #010: Added Access Panels Per ASI - 018

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	010 / 0	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - In Review	**CREATED DATE:**	5/15 /2019
REFERENCE:		**FIELD CHANGE:**	No
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$6,769.00**

POTENTIAL CHANGE ORDER TITLE: Added Access Panels Per ASI - 018

CHANGE REASON: Field Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Our quoted price for the referenced change is stated above.

Added Access Panels Per ASI - 018

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:
Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:
TEC COR 010 Added Access Panels Per ASI 018.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC COR#: 010

CUST RFP#:

COR DESCRIPTION: Added Access Doors per ASI-018 DATE: 5/15/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Hardware and Labor for Installation	$155.00	51.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	**$155.00**	**51.00**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$4.65
7.75%	SALES TAX	$12.37
3.00%	MATERIAL HANDLING	$5.16
0.00%		$0.00
	SUBTOTAL MATERIAL	**$177.18**
15.00%	OVERHEAD & PROFIT	$26.58
	TOTAL TAKEOFF MATERIAL	**$203.76**

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
	Elmdor 12"X18" Access Door	$1,142.40
Main Electric		$0.00
Supply		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	**$1,142.40**
7.75%	SALES TAX	$88.54
3.00%	MATERIAL HANDLING	$36.93
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$1,267.86**
15.00%	OVERHEAD & PROFIT	$190.18
	TOTAL QUOTES	**$1,458.04**

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	**$0.00**
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	**$0.00**

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	51.00	$83.12	$4,238.87
SUPERVISION	0.00	$89.55	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		**$4,238.87**
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		**$4,238.87**
15.00%	OVERHEAD & PROFIT		$635.83
	TOTAL LABOR		**$4,874.69**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	$65.36
0.00%	PERMIT FEES	$0.00
1.00%	ESTIMATING	$65.36
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
1.00%	WARRANTY	$65.36
0.00%		$0.00
	SUBTOTAL DJE	**$196.09**
15.00%	OVERHEAD & PROFIT	$29.41
	TOTAL DJE	**$225.51**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$203.76
	QUOTED MATERIAL	$1,458.04
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$4,874.69
	DIRECT JOB EXPENSES	$225.51
	SUBTOTAL CHANGE REQUEST	**$6,762.01**
0.00%		$0.00
0.10%	TEXTURA	$6.76
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	**$6,769**

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna ES JOB# 2281 TEC CR#:

CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

QUOTATION

3600 W Segerstrom Ave.
Santa Ana, CA 92704

Phone: (949) 833-3052
Fax: (949) 833-6928

To place this order on our website, please click here

Order Number	
3018766	
Order Date	Page
4/24/2019 11:22:01	1 of 1

Quote Expires On 5/24/2019

Commodity quotes are good through the end of business day unless specifically stated

Bill To:

TAFT ELECTRIC CO
P.O. BOX 3416
VENTURA, CA 93006
USA

805-642-0121

Ship To:

2281 MCKINNA ELEMENTARY SCHOOL
1611 SOUTH J STREET
OXNARD, CA 93033

Customer ID: 4288

PO Number	*Ship Route*	*Taker*
ACCESS DOORS		BALTA.NUNEZ

Quantities				*Item ID* / *Item Description*	*Pricing UOM*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*Disp.*				
51	0	51		ELMDORDW12X18PCSDL ELMDOR 12"X18' ACCESS DOOR	EA	22.40	1,142.40

Total Lines: 1

APPLICABLE SALES TAX WILL BE ADDED AT THE TIME OF SALE.

AMOUNT: **1,142.40**
U.S. Dollars

Architect's Supplemental Instructions (ASI)

McKinna Elementary School

No. 18r1

Contractor Bernards

Owner Oxnard School District / CFW

Contract Start Date 07.16.18

Date Issued 04.19.19

Proceed with the work using the following instructions in conjunction with the contact documents. This information is a clarification of the contract and does not constitute a change in contract or contract sum. By proceeding with the work, the contractor agrees that no adjustments to the contract will be made.

Subject: Exterior Ceiling Access Panels

Detailed Description

Wherever possible, run the emergency light packs into interior spaces.

For fixtures where this is not feasible due to the 25' limitation, use the attached access panel locations for emergency light pack mounting. Mount to the wall adjacent to these locations.

Access panels trim in exterior fiber cement ceilings should be black or painted black, with fiber cement boards painted and inlaid to match the adjacent fiber cement breaks.

Access panels in white ceilings should be white.

Access panels in classroom soffits adjacent to the exterior wall should be painted to match the soffit.

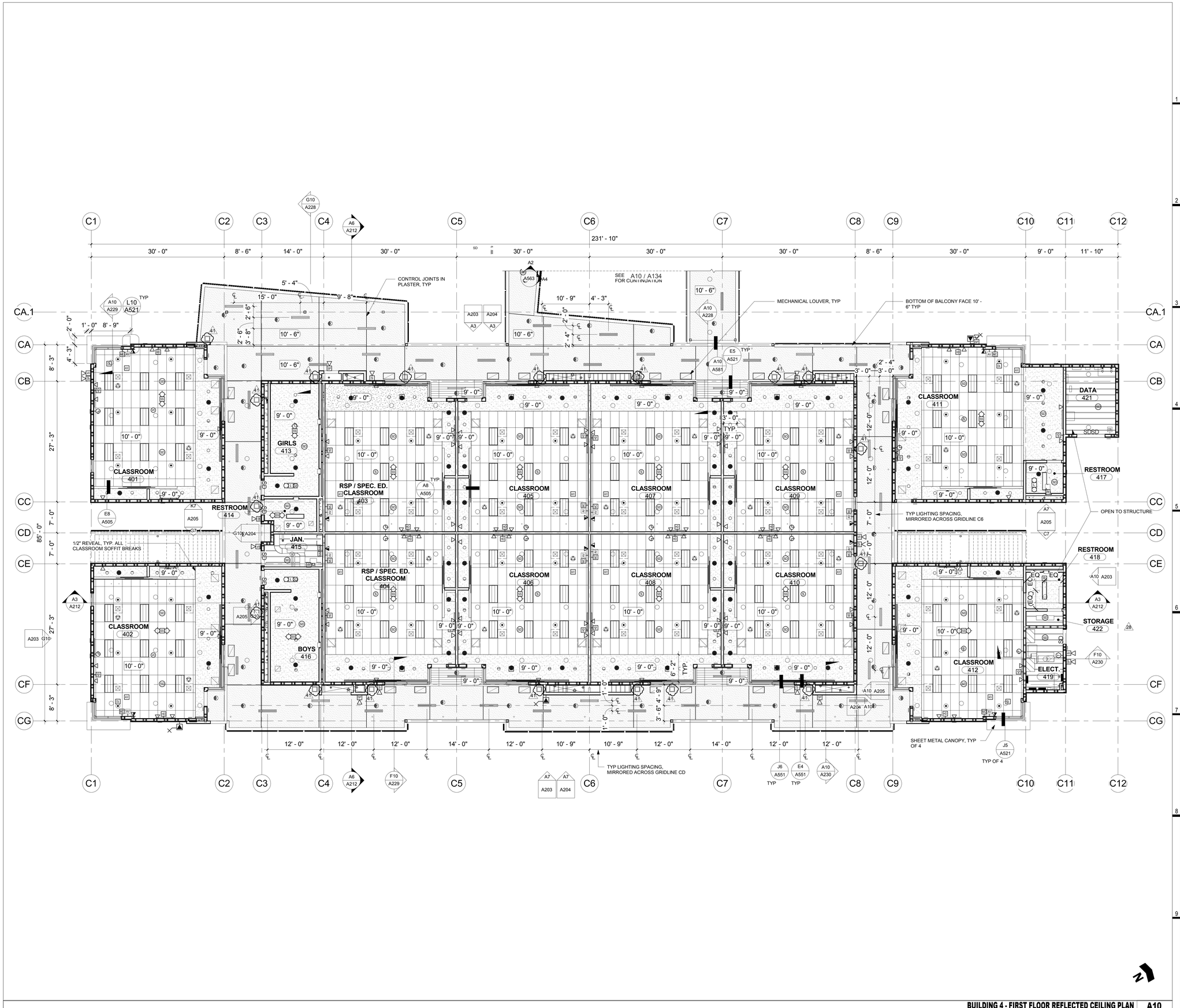
Attachments

A132, A133, A134, A135, A136, A582

Signature

Kevin Griendling, AIA
Perkins Eastman Dougherty

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP

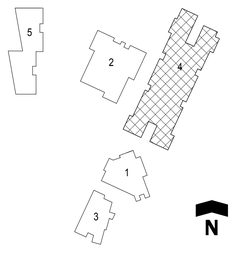


CEILING PLAN LEGEND

- 2'x4' ACOUSTICAL TILE CEILING
- GYPSUM BOARD CEILING
- EXTERIOR PLASTER CEILING
- COMPOSITE PLANK CEILING, SEE A4 / A514 (OR)
- CEILING DIFFUSER/REGISTER - SEE MECH
- LIGHT FIXTURES, SEE ELECT
- 9' - 0" HEIGHT OF THE BASE OF THE PENDANT FIXTURE A.F.F., TYP.
- ACCESS PANEL
- SEE ELECTRICAL AND FIRE ALARM FOR ADDITIONAL SYMBOLS
- TYPICAL LIGHTING FIXTURE SPACING, U.N.O. (1/6", 1/3", 1/3", 1/6")
- ACCESS PANEL

CEILING NOTES

1. FOR TYPICAL CEILING DETAILS, SEE A501.
2. HEIGHTS INDICATED ARE TO THE UNDERSIDE OF THE FINISH CEILING OR SOFFIT FROM THE FINISH FLOOR OF BUILDINGS.
3. PROVIDE ACCESS PANELS AT GYPSUM BOARD CEILINGS WHERE REQUIRED FOR PLUMBING, MECHANICAL, AND SPRINKLER ACCESS AND AS REQUIRED BY CODE.
4. PROVIDE ACCESS PANELS AT EACH SPRINKLER HEAD IN ATTIC/CONCEALED SPACES.
5. LIGHT FIXTURES AND AIR DIFFUSERS/REGISTERS ARE SHOWN FOR LOCATIONS ONLY. SEE ELECTRICAL AND MECHANICAL PLANS FOR ACTUAL TYPES AND SIZES.
6. LIGHT FIXTURES ARE TO BE CENTERED IN THE ROOM UNLESS NOTED OTHERWISE.



IDENTIFICATION STAMP
DIVOFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC___ FLS___ SS___
DATE___

BUILDING 4 - FIRST FLOOR REFLECTED CEILING PLAN | A10 | 1/8" = 1'-0"

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

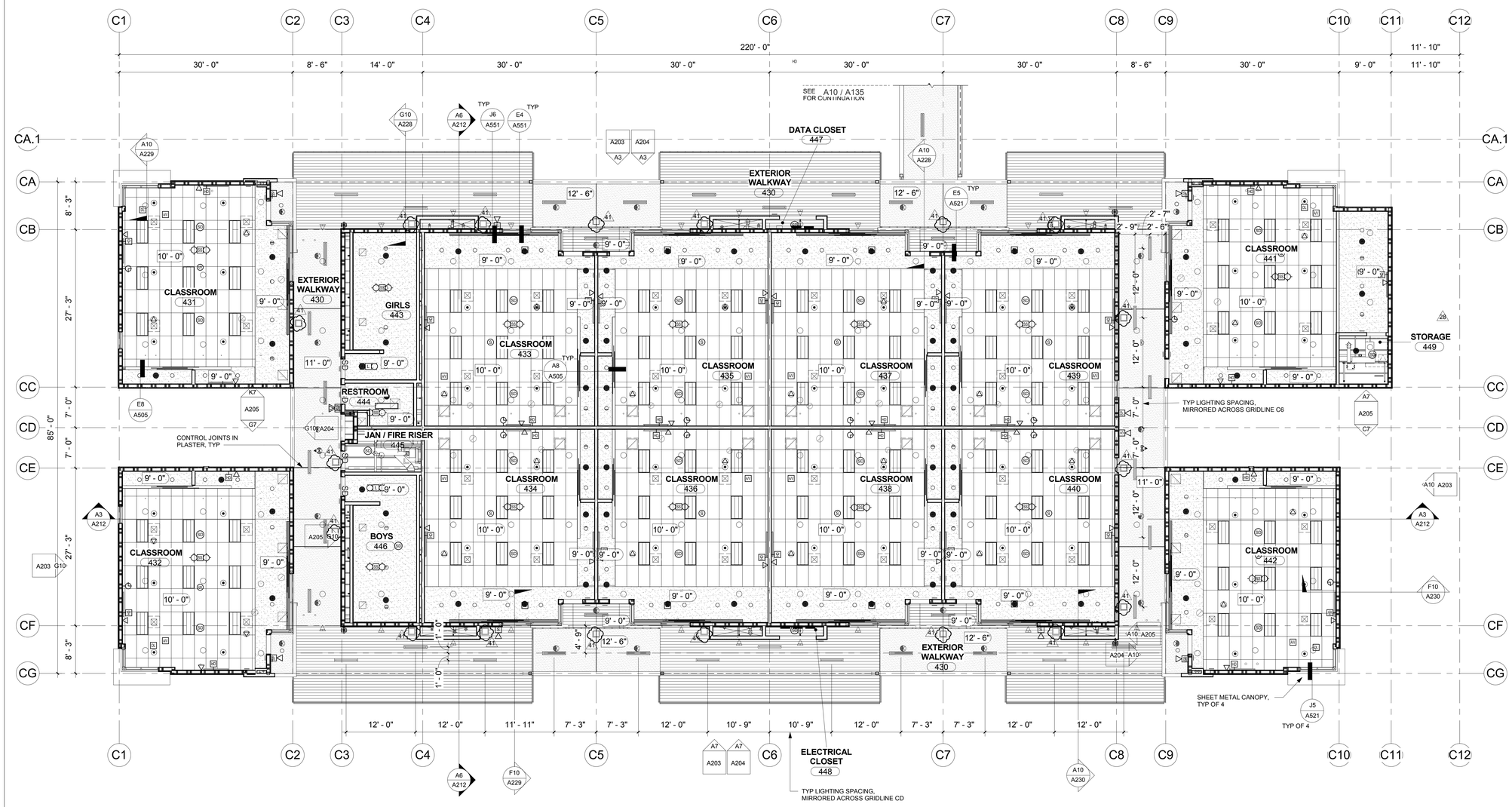
JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
28. CCD5	02.13.19
39. PR_012	04.02.19
41. ASI_018	04.08.19

CLASSROOMS (B4) - FIRST FLOOR RCP

Dougherty
COSTA MESA ▯ OAKLAND
www.dougherty.us

A132

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



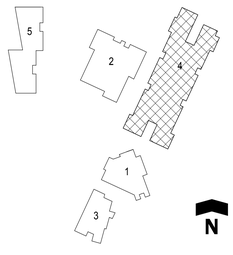
BUILDING 4 - SECOND FLOOR A10
1/8" = 1'-0"

CEILING PLAN LEGEND

- 2'x4' ACOUSTICAL TILE CEILING
- GYPSUM BOARD CEILING
- EXTERIOR PLASTER CEILING
- COMPOSITE PLANK CEILING, SEE A4 / A514 (OR)
- CEILING DIFFUSER/REGISTER - SEE MECH
- LIGHT FIXTURES, SEE ELECT
- 9' - 0" HEIGHT OF THE BASE OF THE PENDANT FIXTURE ABOVE, TYP.
- ACCESS PANEL
- SEE ELECTRICAL AND FIRE ALARM FOR ADDITIONAL SYMBOLS
- TYPICAL LIGHTING FIXTURE SPACING, U.N.O. (1/6" 1/3" 1/3" 1/6")
- ACCESS PANEL

CEILING NOTES

1. FOR TYPICAL CEILING DETAILS, SEE A501.
2. HEIGHTS INDICATED ARE TO THE UNDERSIDE OF THE FINISH CEILING OR SOFFIT FROM THE FINISH FLOOR OF BUILDINGS.
3. PROVIDE ACCESS PANELS AT GYPSUM BOARD CEILINGS WHERE REQUIRED FOR PLUMBING, MECHANICAL, AND SPRINKLER ACCESS AND AS REQUIRED BY CODE.
4. PROVIDE ACCESS PANELS AT EACH SPRINKLER HEAD IN ATTIC/CONCEALED SPACES.
5. LIGHT FIXTURES AND AIR DIFFUSERS/REGISTERS ARE SHOWN FOR LOCATIONS ONLY. SEE ELECTRICAL AND MECHANICAL PLANS FOR ACTUAL TYPES AND SIZES.
6. LIGHT FIXTURES ARE TO BE CENTERED IN THE ROOM UNLESS NOTED OTHERWISE.



IDENTIFICATION STAMP
DIVOFFICE 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

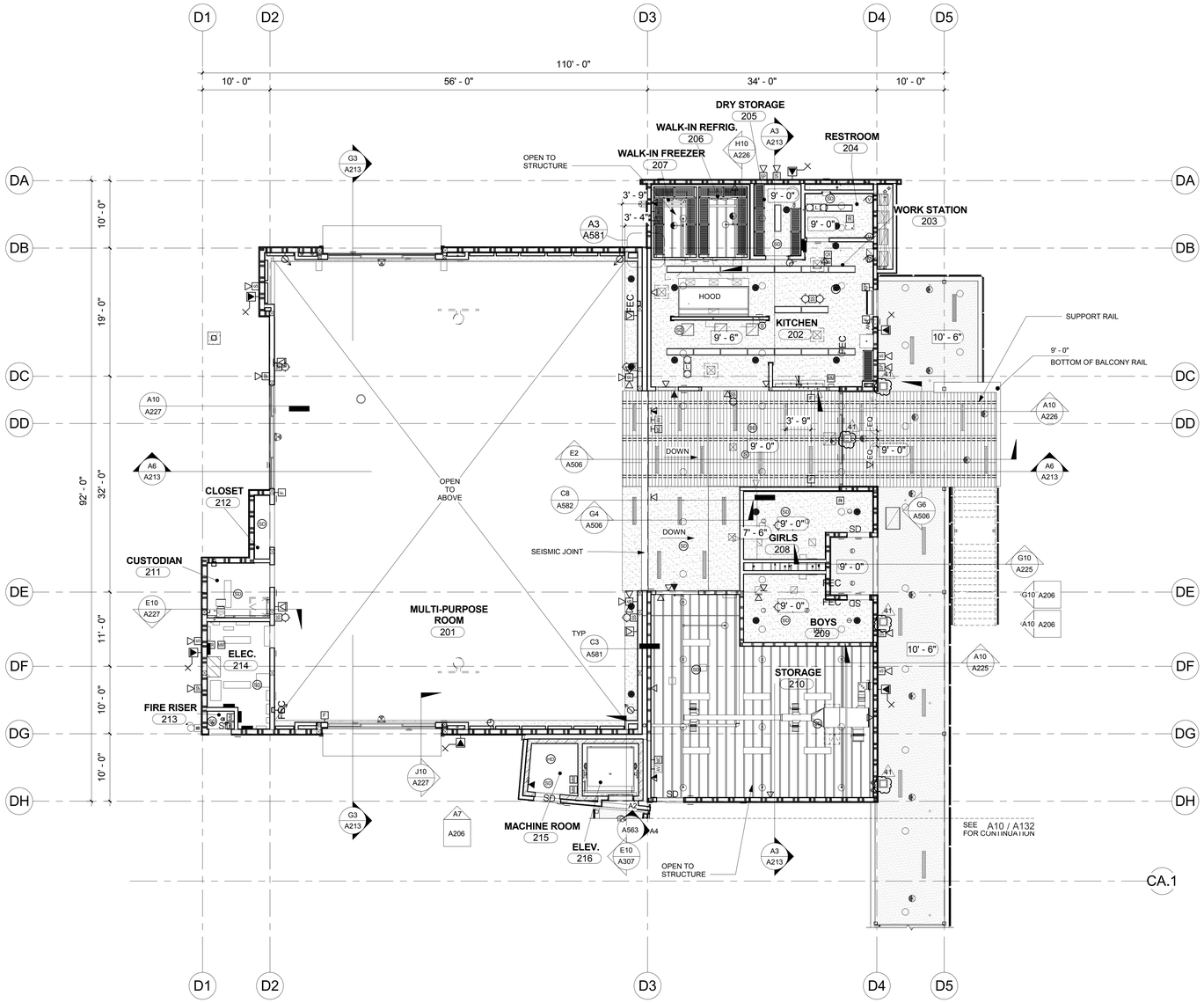
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
28. CCD5	02.13.19
39. PR_012	04.02.19
41. ASI_018	04.08.19

CLASSROOMS (B4) - SECOND FLOOR RCP

A133

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP

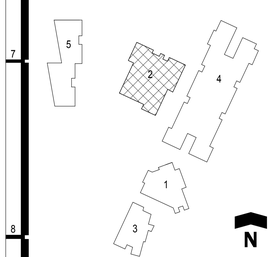


CEILING PLAN LEGEND

- 2'x4' ACOUSTICAL TILE CEILING
- GYPSUM BOARD CEILING
- EXTERIOR PLASTER CEILING
- COMPOSITE PLANK CEILING, SEE A4 / A514 (OR)
- CEILING DIFFUSER/REGISTER - SEE MECH
- LIGHT FIXTURES, SEE ELECT
- 9' - 0" HEIGHT OF THE BASE OF THE PENDANT FIXTURE, ETC., TYP.
- ACCESS PANEL
- SEE ELECTRICAL AND FIRE ALARM FOR ADDITIONAL SYMBOLS
- TYPICAL LIGHTING FIXTURE SPACING, U.N.O. (1/6", 1/3", 1/3", 1/6")
- ACCESS PANEL

CEILING NOTES

1. FOR TYPICAL CEILING DETAILS, SEE A501.
2. HEIGHTS INDICATED ARE TO THE UNDERSIDE OF THE FINISH CEILING OR SOFFIT FROM THE FINISH FLOOR OF BUILDINGS.
3. PROVIDE ACCESS PANELS AT GYPSUM BOARD CEILINGS WHERE REQUIRED FOR PLUMBING, MECHANICAL, AND SPRINKLER ACCESS AND AS REQUIRED BY CODE.
4. PROVIDE ACCESS PANELS AT EACH SPRINKLER HEAD IN ATTIC/CONCEALED SPACES.
5. LIGHT FIXTURES AND AIR DIFFUSERS/REGISTERS ARE SHOWN FOR LOCATIONS ONLY. SEE ELECTRICAL AND MECHANICAL PLANS FOR ACTUAL TYPES AND SIZES.
6. LIGHT FIXTURES ARE TO BE CENTERED IN THE ROOM UNLESS NOTED OTHERWISE.



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
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	02/09/2017
24. PR_03	01.17.18
37. PR_04	03.29.19
41. ASI_018	04.08.19

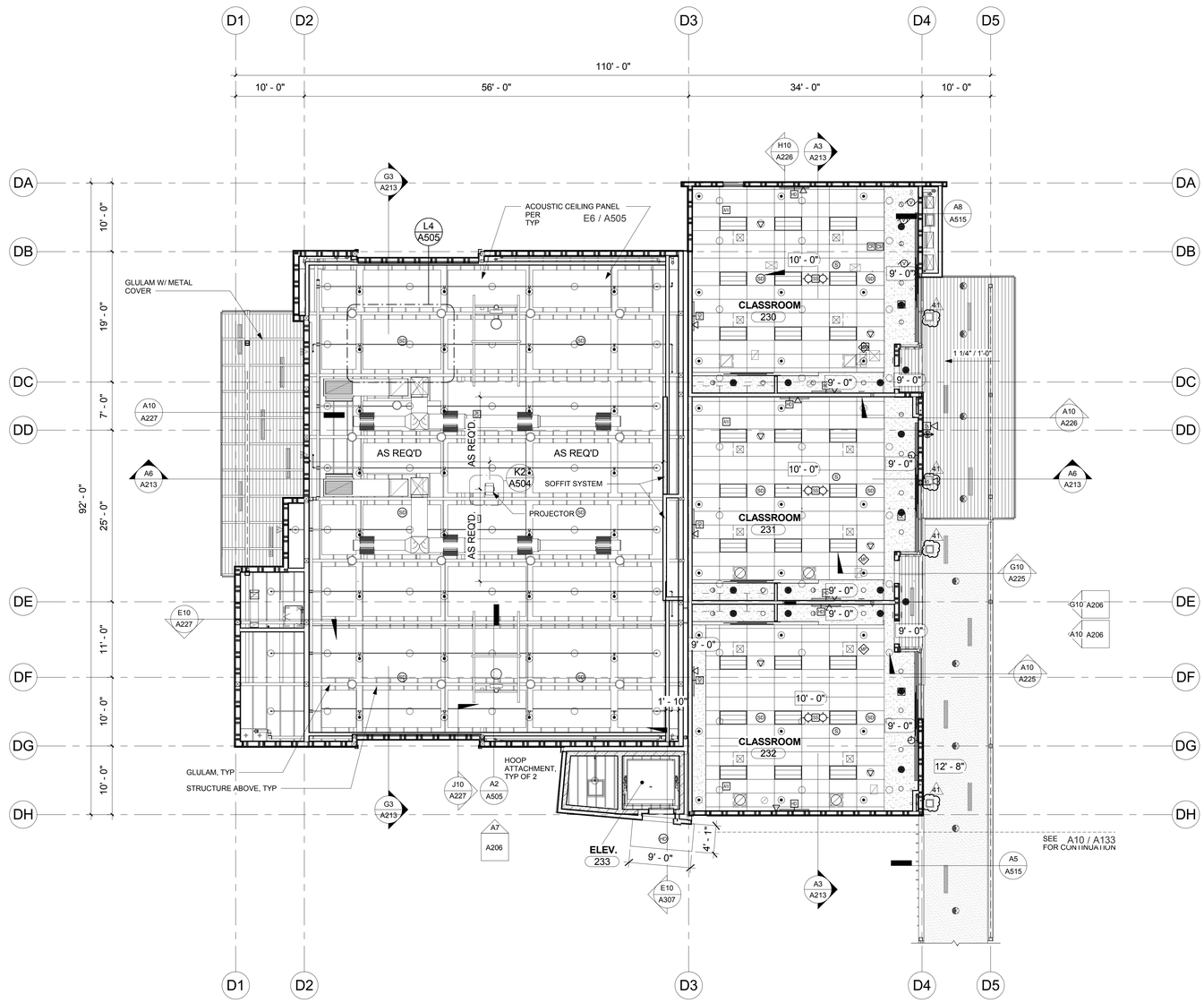
MPR (B2) - FIRST FLOOR RCP

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

A134

BUILDING 2 - FIRST FLOOR - REFLECTED CEILING PLAN | A10
1/8" = 1'-0"

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



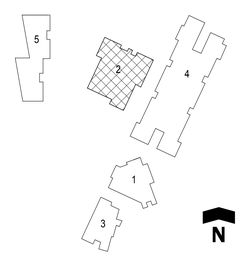
BUILDING 2 - SECOND FLOOR | A10 | 1/8" = 1'-0"

CEILING PLAN LEGEND

- 2'x4' ACOUSTICAL TILE CEILING
- GYPSUM BOARD CEILING
- EXTERIOR PLASTER CEILING
- COMPOSITE PLANK CEILING, SEE A4 / A514 (OR)
- CEILING DIFFUSER/REGISTER - SEE MECH
- LIGHT FIXTURES, SEE ELECT
- 9' - 0" HEIGHT OF THE BASE OF THE PENDANT FIXTURE A.F.F., TYP.
- ACCESS PANEL 41
- SEE ELECTRICAL AND FIRE ALARM FOR ADDITIONAL SYMBOLS
- TYPICAL LIGHTING FIXTURE SPACING, U.N.O. (1/6", 1/3", 1/3", 1/6")
- ACCESS PANEL

CEILING NOTES

1. FOR TYPICAL CEILING DETAILS, SEE A501.
2. HEIGHTS INDICATED ARE TO THE UNDERSIDE OF THE FINISH CEILING OR SOFFIT FROM THE FINISH FLOOR OF BUILDINGS.
3. PROVIDE ACCESS PANELS AT GYPSUM BOARD CEILINGS WHERE REQUIRED FOR PLUMBING, MECHANICAL, AND SPRINKLER ACCESS AND AS REQUIRED BY CODE.
4. PROVIDE ACCESS PANELS AT EACH SPRINKLER HEAD IN ATTIC/CONCEALED SPACES.
5. LIGHT FIXTURES AND AIR DIFFUSERS/REGISTERS ARE SHOWN FOR LOCATIONS ONLY. SEE ELECTRICAL AND MECHANICAL PLANS FOR ACTUAL TYPES AND SIZES.
6. LIGHT FIXTURES ARE TO BE CENTERED IN THE ROOM UNLESS NOTED OTHERWISE.



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC____ FLS____ SS____
DATE_____

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

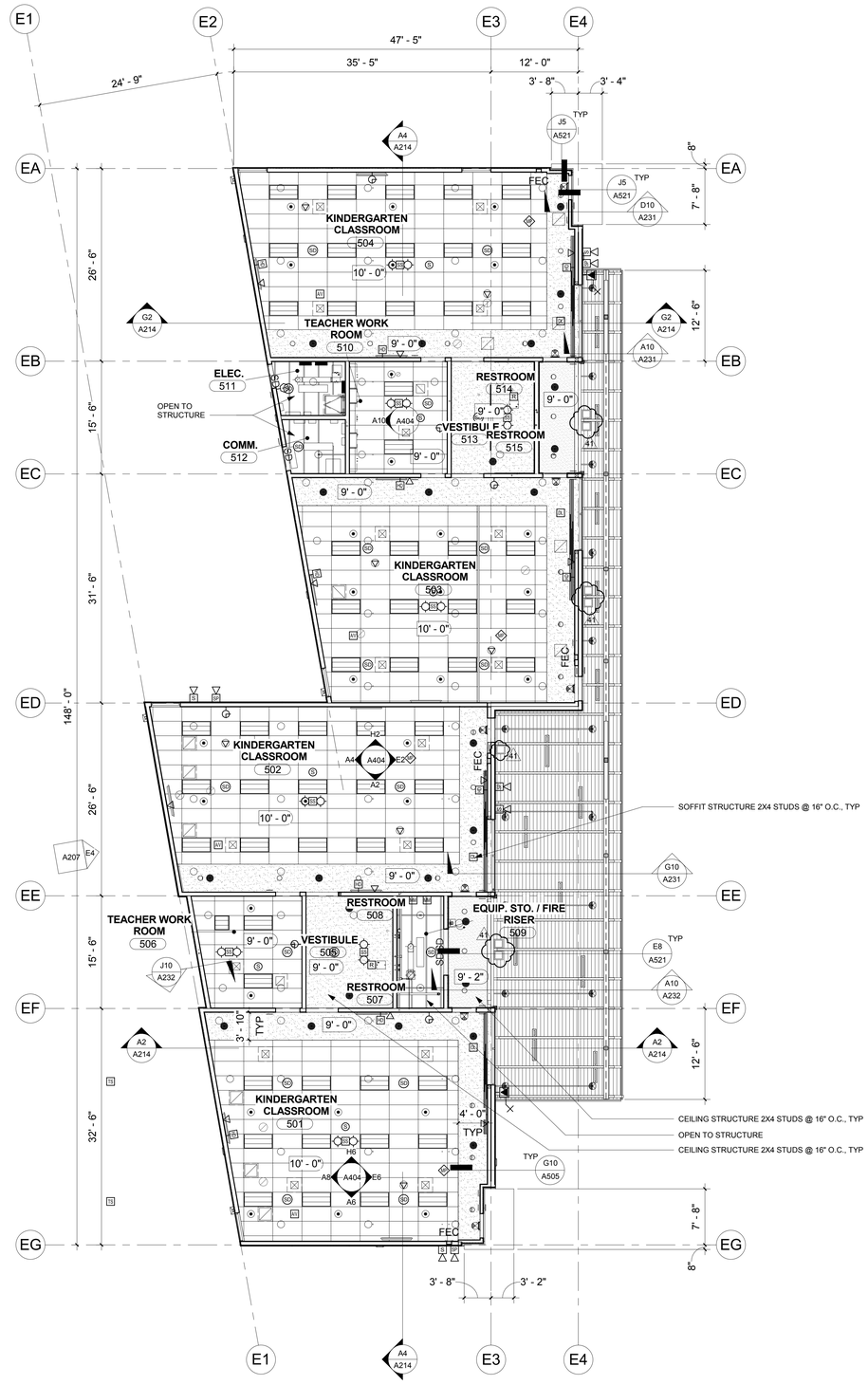
JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
41 ASI_018	04.08.19

MPR (B2) - SECOND FLOOR RCP

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

A135

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



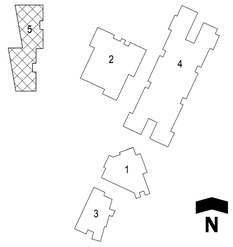
BUILDING 5 - FINISH FLOOR | A10 | 1/8" = 1'-0"

CEILING PLAN LEGEND

- 2'x4' ACOUSTICAL TILE CEILING
- GYPSUM BOARD CEILING
- EXTERIOR PLASTER CEILING
- COMPOSITE PLANK CEILING, SEE A4 / A514 (OR)
- CEILING DIFFUSER/REGISTER - SEE MECH
- LIGHT FIXTURES, SEE ELECT
- 9' - 0" HEIGHT OF THE BASE OF THE PENDANT FIXTURE A.F.F., TYP.
- ACCESS PANEL 41
- SEE ELECTRICAL AND FIRE ALARM FOR ADDITIONAL SYMBOLS
- TYPICAL LIGHTING FIXTURE SPACING, U.N.O. (1/6" 1/3" 1/3" 1/6")
- ACCESS PANEL

CEILING NOTES

1. FOR TYPICAL CEILING DETAILS, SEE A501.
2. HEIGHTS INDICATED ARE TO THE UNDERSIDE OF THE FINISH CEILING OR SOFFIT FROM THE FINISH FLOOR OF BUILDINGS.
3. PROVIDE ACCESS PANELS AT GYPSUM BOARD CEILINGS WHERE REQUIRED FOR PLUMBING, MECHANICAL, AND SPRINKLER ACCESS AND AS REQUIRED BY CODE.
4. PROVIDE ACCESS PANELS AT EACH SPRINKLER HEAD IN ATTIC/CONCEALED SPACES.
5. LIGHT FIXTURES AND AIR DIFFUSERS/REGISTERS ARE SHOWN FOR LOCATIONS ONLY. SEE ELECTRICAL AND MECHANICAL PLANS FOR ACTUAL TYPES AND SIZES.
6. LIGHT FIXTURES ARE TO BE CENTERED IN THE ROOM UNLESS NOTED OTHERWISE.



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

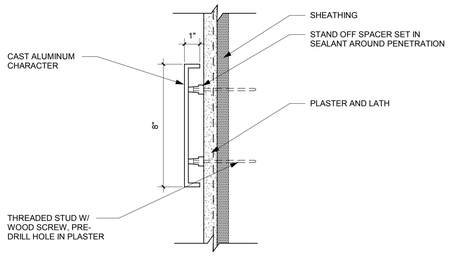
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET, OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
41. ASI_018	04.08.19

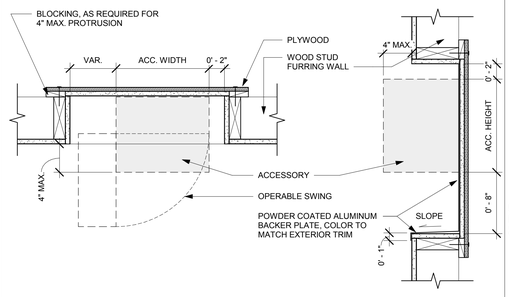
KINDERGARTEN (B5) - FIRST FLOOR RCP

A136

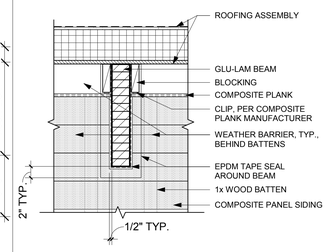
COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



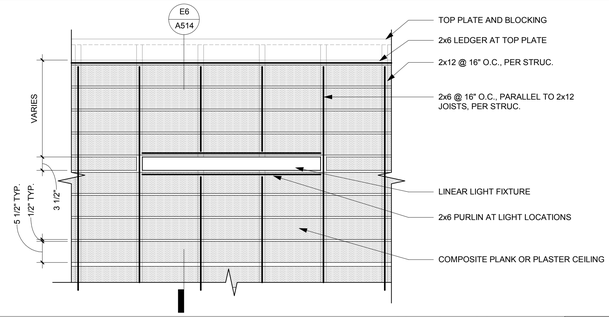
DIMENSIONAL LETTERING MOUNT K2
3" = 1'-0"



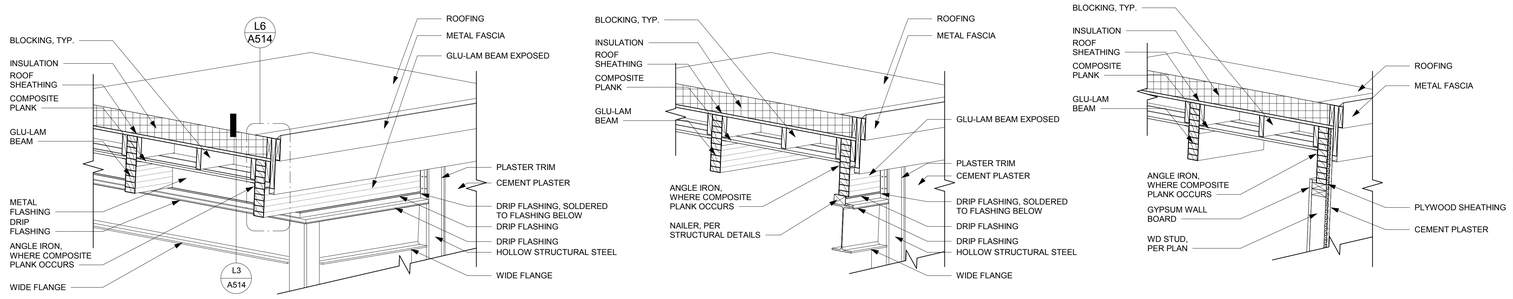
ACCESSORY WALL RECESS G2
1 1/2" = 1'-0"



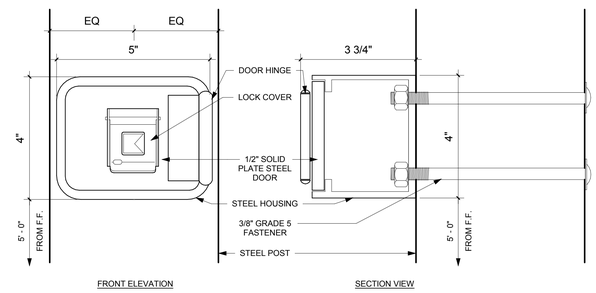
GLU-LAM PENETRATION AT COMPOSITE PANEL E2
1" = 1'-0"



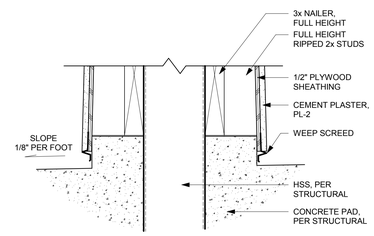
SOFFIT CEILING SUB-FRAMING A2
3/4" = 1'-0"



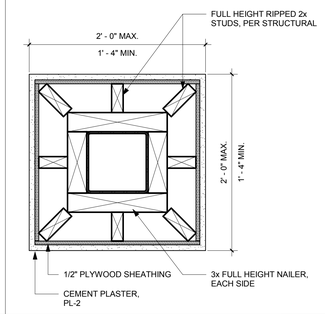
ADMINISTRATION STOREFRONT ASSEMBLY A4
3/4" = 1'-0"



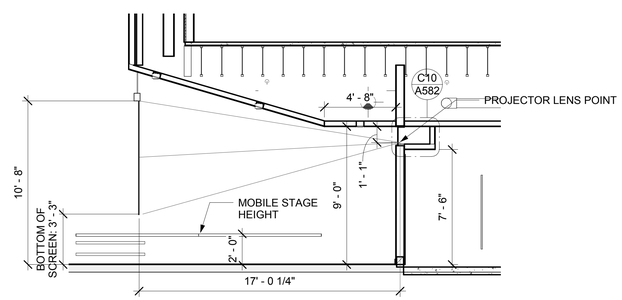
KNOX BOX F6
6" = 1'-0"



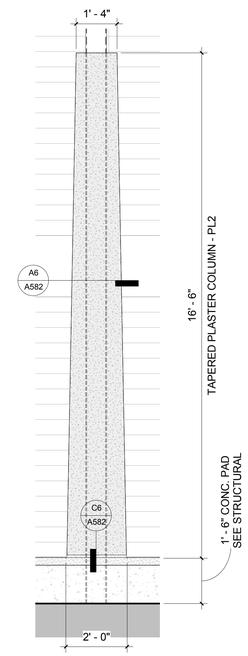
TAPERED COLUMN PLASTER TERMINATION C6
1 1/2" = 1'-0"



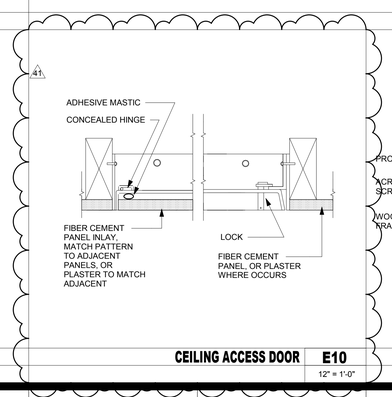
TAPERED COLUMN FRAMING A6
1 1/2" = 1'-0"



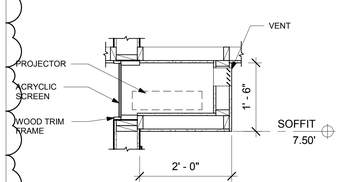
PROJECTOR ALCOVE SECTION C8
1/4" = 1'-0"



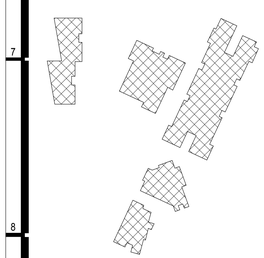
BUILDING 2 - TAPERED COLUMN DETAIL A10
1/2" = 1'-0"



CEILING ACCESS DOOR E10
12" = 1'-0"



PROJECTOR ALCOVE C10
3/4" = 1'-0"



IDENTIFICATION STAMP
DIVOFFICE 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
37. PR_04	03.29.19
41. ASI_018	04.08.19

MISCELLANEOUS DETAILS

A582

RECESSED ACCESS DOOR

Model DSC-210

For Acoustical Tile

DATE

KARP ASSOCIATES, INC.
260 Spagnoli Road, Melville, NY 11747
(631)768-8300 - Phone
(631)768-8350 - Fax

PROJECT DATA
Project Name:
Architect:
Contractor:
Agent/Customer Name:
Tagging Instructions:
Special Instructions:

PROJECT SCHEDULE

Qty.	H	W	No. of Latches	Finish	Remarks

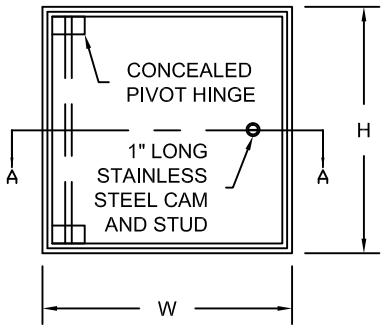
SPECIFICATIONS

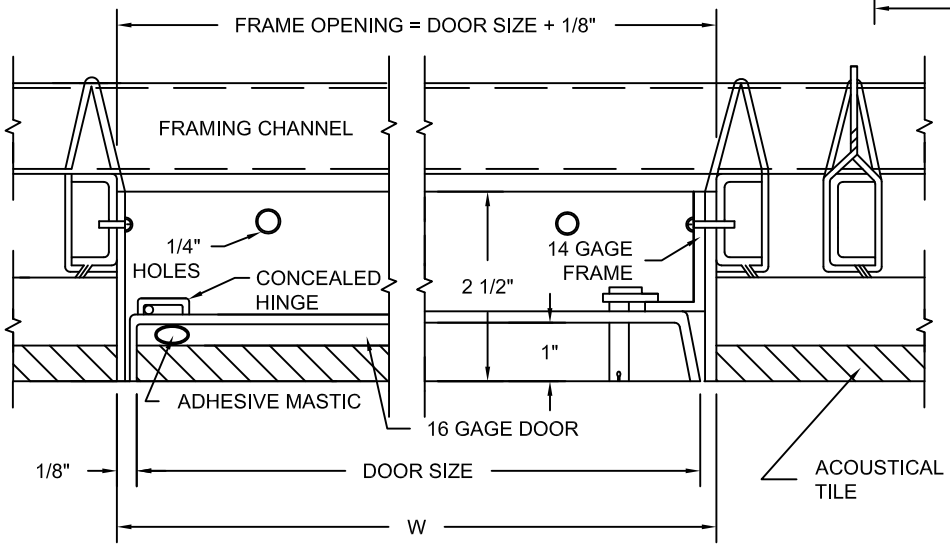
GENERAL SCOPE:
Access doors shall be Karp Type DSC-210 as manufactured by Karp Associates, Inc., Melville, N.Y.
Sizes shall be as indicated on the drawings.

CONSTRUCTION:
1. Frame shall be 14 gage steel and door shall 16 gage steel.
2. Door shall be recessed 1".
3. Hinge shall be concealed pivoting rod type.
4. Locks shall be flush and screwdriver operated with cam and studs, or shall be key operated cylinder lock with automatic dust shutter.
5. Finish shall be prime coat of rust inhibitive electrostatic powder, baked white enamel.

STANDARD SIZES

DOOR SIZE H X W (IN.)	WALL/CEILING OPENING (IN.)	NUMBER OF STUD LATCHES	SHIP WT. (LBS.)
12 x 12	12 1/8 x 12 1/8	1	6.7
18 x 18	18 1/8 x 18 1/8	2	12.4
24 x 12	24 1/8 x 12 1/8	2	10.6
24 x 24	24 1/8 x 24 1/8	2	19.2
36 x 24	36 1/8 x 24 1/8	2	32.0





SECTION A-A

Made with Union Labor

CHANGE ORDER REQUEST

COR No. 180 R0

Project: McKinna Elementary School Reconstruction

Date: 3/15/2020

DESCRIPTION OF WORK

RFI 191 - Kindergarten Canopy Lights - Additional N1 Fixtures

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	4,971
	Subtotal:	4,971
Contractual Costs		
Fee		257
Subcontract Default Insurance		60
CCIP		63
Contractor Bond		38
	Subtotal:	418
	Total Change Order Request Amount:	**5,389**

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

PCO #005

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #005: (4) Additional N1 Fixtures

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	005 / 0	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	2/11 /2019
REFERENCE:		**FIELD CHANGE:**	No
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$4,971.00**

POTENTIAL CHANGE ORDER TITLE: (4) Additional N1 Fixtures

CHANGE REASON: Field Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Our quoted price for the referenced change is stated above.

Due to discrepancies between the Electrical and Architectural drawings, we have miscounted the Type N1 fixture. Per RFI 191, we are to follow the architectural drawings for quantities and sizes of lights.

We need to add:

(4) Additional N1 Light Fixtures

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:
Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

CE #007 Backup.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC COR#: 005

CUST RFP#:

COR DESCRIPTION: (4) Additional N1 Fixtures DATE: 2/11/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Material, Labor for (4) Additional N1 Fixtures	$358.31	26.31
at Canopy	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$358.31	26.31

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$10.75
7.75%	SALES TAX	$28.60
3.00%	MATERIAL HANDLING	$11.93
0.00%		$0.00
	SUBTOTAL MATERIAL	$409.59
15.00%	OVERHEAD & PROFIT	$61.44
	TOTAL TAKEOFF MATERIAL	$471.03

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
	(4) N1 Fixtures	$1,180.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$1,180.00
7.75%	SALES TAX	$91.45
3.00%	MATERIAL HANDLING	$38.14
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$1,309.59
15.00%	OVERHEAD & PROFIT	$196.44
	TOTAL QUOTES	$1,506.03

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	26.31	$83.12	$2,186.76
SUPERVISION	3.00	$89.55	$268.65
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		$2,455.41
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		$2,455.41
15.00%	OVERHEAD & PROFIT		$368.31
	TOTAL LABOR		$2,823.72

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.50%	AS BUILTS / O&M'S	$72.01
0.00%	PERMIT FEES	$0.00
1.50%	ESTIMATING	$72.01
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$144.02
15.00%	OVERHEAD & PROFIT	$21.60
	TOTAL DJE	$165.63

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$471.03
	QUOTED MATERIAL	$1,506.03
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$2,823.72
	DIRECT JOB EXPENSES	$165.63
	SUBTOTAL CHANGE REQUEST	$4,966.41
0.00%		$0.00
0.10%	TEXTURA	$4.97
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	$4,971

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Marshall ES JOB# 2258 TEC CR#: 10

CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR

Takeoff

Vendor: TAFT **Labor Level:** LABOR 1 **11 Feb 2019 16:07:39**

Region: CE 007 4 ADDITIONAL N1 FIXTURES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10047	130.00	FT	M	3/4	EMT	0.8275	107.57	0.0500	6.50
TITLE	500.00		M		4 #12 THHN	0.0000	0.00	0.0000	0.00
70029	2,000.00	FT	M	12	THHN/THWN CU (SOL)	0.1006	201.27	0.0060	12.00
160803	33.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.3906	12.89	0.0400	1.32
30137	13.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.6368	8.28	0.1400	1.82
30217	6.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5519	3.31	0.3000	1.80
160566	65.00	EA	M	#8 X 3/4"	WOOD SCREW	0.0293	1.90	0.0000	0.00
160168	60.00	EA	M	#8	FLAT WASHER (PLT)	0.0408	2.45	0.0012	0.07
TITLE	4.00		M		LINEAR 2 ATTACHMENT POINTS	0.0000	0.00	0.0000	0.00
120855	8.00	EA	M		FIXTURE SUPPORT (GENERIC)	2.5800	20.64	0.6000	4.80
					Phase Totals:		**358.31**		**28.31**
					Job Totals:		**358.31**		**28.31**

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Phone: 805-642-0121
Web: www.taftelectric.com

CED ROYAL INDUSTRIAL SOLUTIONS

1807 PALMA DRIVE
VENTURA CA 93003
TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-83374 TAFT-MCKINNA E.S. RECONSTRUCTI

MCKINNA E.S. RECONSTRUCTION
1694 EASTMAN AVENUE
VENTURA, CA 93003

QUOTATION			PAGE 001 OF 001
QUOTE # 1092155	DATE 02/11/19	REV # 000	REV DATE 02/11/19
QUOTE EXPIRES 03/13/2019		PREPARED BY KT	
SLS 0184		INSL 9007	
FOB SHIPPING POINT		FREIGHT PREPAY & CHARGE	

CUS PO #: TYPE N1
JOB NAME: MCKINNA

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	*	TYPE N1					
02	4	LITH	SL4L LOP 1FT FLP GB	80CRI 40K 800LMF MIN1 277 ZT	295.00	E	1,180.00
03	*						
04	*	PLUS FRT					
05	*	PLUS TAX					

TOTAL: 1,180.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

REQUEST FOR INFORMATION

RFI No.: 191

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

Date: 01-24-19
Discipline: Electrical

Subject: Kindergarten Canopy Lights

Response Requested By: 01-31-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A136		
E306		

QUESTION

A136 shows 2 fixtures on each side of GLB's on the underside of the canopy.

For light fixtures that are represented as roughly 1' and 3' lengths on each side of GLB, electrical lighting plan only calls for one fixture. For light fixtures that are represented as equal 2' lengths on each side of the GLB, electrical plan calls for two fixtures.

SUGGESTION

Please advise if 1 or 2 fixtures are to be provided, where 1' and 3' long fixtures on each side of the GLB are shown. If 2 fixtures are to be provided, please confirm fixtures will share circuits similarly to the other canopy lights.

ANSWER

Follow architectural drawigs for the quantity and sizes of lights and connect to same circuits as the others.

PETER AMRZO - PEG
1/28/19

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.

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards

CHANGE ORDER REQUEST

COR No. 181 R0

Project: McKinna Elementary School Reconstruction

Date: 3/15/2020

DESCRIPTION OF WORK

PR 08 - N Light Fixture Color - Black per 049-265100-2

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	20,812
	Subtotal:	20,812
Contractual Costs		
Fee		1,074
Subcontract Default Insurance		250
CCIP		263
Contractor Bond		160
	Subtotal:	1,747
	Total Change Order Request Amount:	**22,559**

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

PCO #006

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #006: Type N Finish Adder

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	006 / 0	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	5/14 /2019
REFERENCE:		**FIELD CHANGE:**	Yes
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$20,812.00**

POTENTIAL CHANGE ORDER TITLE: Type N Finish Adder

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Our quoted price for the referenced change is stated above.

Per PR-08, Type N Light Fixture Color

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:
Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

TEC COR 006 Type N Black Finish Adder.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC COR#: 006

CUST RFP#:

COR DESCRIPTION: Type N Black Finish DATE: 5/14/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
No Material	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	**$0.00**	**0.00**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$0.00
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
	SUBTOTAL MATERIAL	**$0.00**
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL TAKEOFF MATERIAL	**$0.00**

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
CED	Type N Finish $90 ea x 181 fixtures	$16,290.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	**$16,290.00**
7.75%	SALES TAX	$1,262.48
3.00%	MATERIAL HANDLING	$526.57
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$18,079.05**
15.00%	OVERHEAD & PROFIT	$2,711.86
	TOTAL QUOTES	**$20,790.91**

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	**$0.00**
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	**$0.00**

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	0.00	$83.12	$0.00
SUPERVISION	0.00	$89.55	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		**$0.00**
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		**$0.00**
15.00%	OVERHEAD & PROFIT		$0.00
	TOTAL LABOR		**$0.00**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	**$0.00**
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL DJE	**$0.00**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$0.00
	QUOTED MATERIAL	$20,790.91
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$0.00
	DIRECT JOB EXPENSES	$0.00
	SUBTOTAL CHANGE REQUEST	**$20,790.91**
0.00%		$0.00
0.10%	TEXTURA	$20.79
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	**$20,812**

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna ES JOB# 2281 TEC CR#:

CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

PROPOSAL REQUEST

Number

08

McKinna Elementary School

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 3.18.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: N Light Fixture Color

All N Light fixtures from submittal 049-265100-2-Light Fixtures Product Data n Photometric Calcs are to be black.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

None

Lead Signature

Kevin Griendling, AIA
Perkins Eastman Dougherty

PERKINS EASTMAN Dougherty

CED ROYAL INDUSTRIAL SOLUTIONS

1807 PALMA DRIVE
VENTURA CA 93003
TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-83374 TAFT-MCKINNA E.S. RECONSTRUCTI

MCKINNA E.S. RECONSTRUCTION
1694 EASTMAN AVENUE
VENTURA, CA 93003

QUOTATION			PAGE 001 OF 001
QUOTE # 1093232	DATE 04/11/19	REV # 000	REV DATE 04/11/19
QUOTE EXPIRES 05/11/2019		PREPARED BY KT	
SLS 0184		INSL 9007	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUS PO #: BLACK FINISH TYPE N

JOB NAME: MCKINNA

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	*	ADDER FOR BLACK FINISH FOR ALL TYPE N FIXTURES					
02	181	MISC	BLACK FINISH ADDER		90.00	E	16,290.00
03	*						
04	*	PLUS TAX					

TOTAL: 16,290.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CHANGE ORDER REQUEST

COR No. 182 R0

Project: McKinna Elementary School Reconstruction

Date: 3/15/2020

DESCRIPTION OF WORK

RFI 096-Title 24 receptacle clarification

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	5,906
	Subtotal:	5,906
Contractual Costs		
Fee		305
Subcontract Default Insurance		71
CCIP		75
Contractor Bond		45
	Subtotal:	496
	Total Change Order Request Amount:	**6,402**

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

PCO #008

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #008: Title 24 Receptacle Adds Per RFI 20

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	008 / 0	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	4/30 /2019
REFERENCE:		**FIELD CHANGE:**	Yes
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$5,906.00**

POTENTIAL CHANGE ORDER TITLE: Title 24 Receptacle Adds Per RFI 20

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Our quoted price for the referenced change is stated above.

Title 24 Receptacle Adds Per RFI 20

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:
Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:
TEC COR 008 - Title 24 Receptacle Adds per RFI 020.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC COR#: 008

CUST RFP#:

COR DESCRIPTION: Title 24 Receptacle Adds per RFI 020 DATE: 4/30/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Title 24 Receptacle Adds per RFI 020	$496.68	35.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$496.68	35.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$14.90
7.75%	SALES TAX	$39.65
3.00%	MATERIAL HANDLING	$16.54
0.00%		$0.00
	SUBTOTAL MATERIAL	$567.76
15.00%	OVERHEAD & PROFIT	$85.16
	TOTAL TAKEOFF MATERIAL	$652.93

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
CED	Plug Load Power Pack Relays	$1,400.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$1,400.00
7.75%	SALES TAX	$108.50
3.00%	MATERIAL HANDLING	$45.26
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$1,553.76
15.00%	OVERHEAD & PROFIT	$233.06
	TOTAL QUOTES	$1,786.82

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	35.00	$83.12	$2,909.03
SUPERVISION	0.00	$89.55	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		$2,909.03
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		$2,909.03
15.00%	OVERHEAD & PROFIT		$436.35
	TOTAL LABOR		$3,345.38

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$50.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$50.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$100.00
15.00%	OVERHEAD & PROFIT	$15.00
	TOTAL DJE	$115.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$652.93
	QUOTED MATERIAL	$1,786.82
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$3,345.38
	DIRECT JOB EXPENSES	$115.00
	SUBTOTAL CHANGE REQUEST	$5,900.13
0.00%		$0.00
0.10%	TEXTURA	$5.90
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	$5,906

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna ES JOB# 2281 TEC CR#:

CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	COMPOSITE RATE	$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	COMPOSITE RATE	$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	COMPOSITE RATE	$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	COMPOSITE RATE	$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	COMPOSITE RATE	$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	COMPOSITE RATE	$0.00

CED ROYAL INDUSTRIAL SOLUTIONS

1807 PALMA DRIVE
VENTURA CA 93003
TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-83374 TAFT-MCKINNA E.S. RECONSTRUCTI

MCKINNA E.S. RECONSTRUCTION
1694 EASTMAN AVENUE
VENTURA, CA 93003

QUOTATION			PAGE 001 OF 001
QUOTE # 1093149	DATE 04/08/19	REV # 000	REV DATE 04/08/19
QUOTE EXPIRES 05/08/2019		PREPARED BY KT	
SLS 0184		INSL 9007	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUS PO #:

JOB NAME: MCKINNA TITLE 24 RECEPT

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	14	LITH	NPP20-PL	LIGHTING POWER PACK	100.00	E	1,400.00
02	*						
03	*	PLUS TAX					

TOTAL: 1,400.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR

Takeoff

Vendor: TAFT **Labor Level:** LABOR 2 **10 Apr 2019 16:12:32**

Region: CE 012 TITLE 24 RECEPTACLE ADDS PER RFI 20

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				**BUILDING 3**				
TITLE	7.00		M		TITLE 24 RECEPTACLE ADD	0.0000	0.00	0.0000	0.00
10047	7.00	FT	M	3/4	EMT	0.8275	5.79	0.0620	0.43
150120	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.6437	5.64	0.3500	0.35
160723	1.00	EA	M	24"	T-BAR BOX HANGER	4.5342	4.53	0.0450	0.05
160573	5.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.09	0.0300	0.15
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0600	0.06
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0507	0.05
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.13	0.0423	0.04
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0310	0.06
150130	1.00	EA	M	3/4"RISE 5.8-CI	1G 4-11/16" PLASTER-RING	5.1334	5.13	0.2000	0.20
150147	1.00	EA	M	1-1/2"D 29.5-CI	4-11/16" EXT RING COMB KO	9.0494	9.05	0.2500	0.25
30217	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5795	1.16	0.3700	0.74
160746	2.00	EA	M	3/4	GRC 1-HOLE STEEL STRAP	0.1438	0.29	0.0500	0.10
70030	560.00	FT	M	10	THHN/THWN CU (SOL)	0.1709	95.72	0.0088	4.93
140016	6.00	EA	M	20A	DX RECEPT SPECIFICATION GRADE	4.8500	29.10	0.3750	2.25
90278	210.00	FT	M	4 PAIR	CAT 6 CABLE-PLENUM	0.5000	105.00	0.0300	6.30
140418	7.00	EA	M	QUOTE	LV RELAY	0.0000	0.00	0.3500	2.45
	0.00								
	0.00				**BUILDING 1**				
TITLE	7.00		M		ADDED MATERIAL AND LABOR FOR T24 RELAYS	0.0000	0.00	0.0000	0.00
10047	7.00	FT	M	3/4	EMT	0.8275	5.79	0.0620	0.43
150120	1.00	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1/2>3/4KO	5.6437	5.64	0.3500	0.35
160723	1.00	EA	M	24"	T-BAR BOX HANGER	4.5342	4.53	0.0450	0.05
160573	5.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.09	0.0300	0.15
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0600	0.06
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0507	0.05

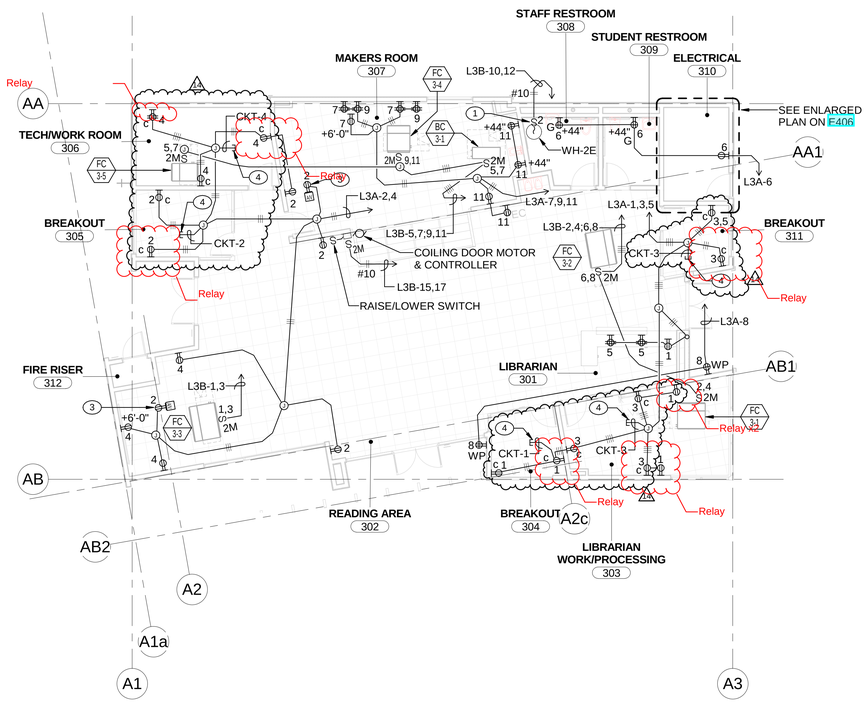
Region: CE 012 TITLE 24 RECEPTACLE ADDS PER RFI 20

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.13	0.0423	0.04
100269	3.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0310	0.09
150130	1.00	EA	M	3/4"RISE 5.8-CI	1G 4-11/16" PLASTER-RING	5.1334	5.13	0.2000	0.20
150147	1.00	EA	M	1-1/2"D 29.5-CI	4-11/16" EXT RING COMB KO	9.0494	9.05	0.2500	0.25
30217	3.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5795	1.74	0.3700	1.11
160746	3.00	EA	M	3/4	GRC 1-HOLE STEEL STRAP	0.1438	0.43	0.0500	0.15
70030	560.00	FT	M	10	THHN/THWN CU (SOL)	0.1709	95.72	0.0088	4.90
90278	210.00	FT	M	4 PAIR	CAT 6 CABLE-PLENUM	0.5000	105.00	0.0300	6.30
140418	7.00	EA	M	QUOTE	LV RELAY	0.0000	0.00	0.3500	2.45
						Phase Totals:	**496.68**		**35.00**
						Job Totals:	**496.68**		**35.00**

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY A R C H I T E C T S L L P

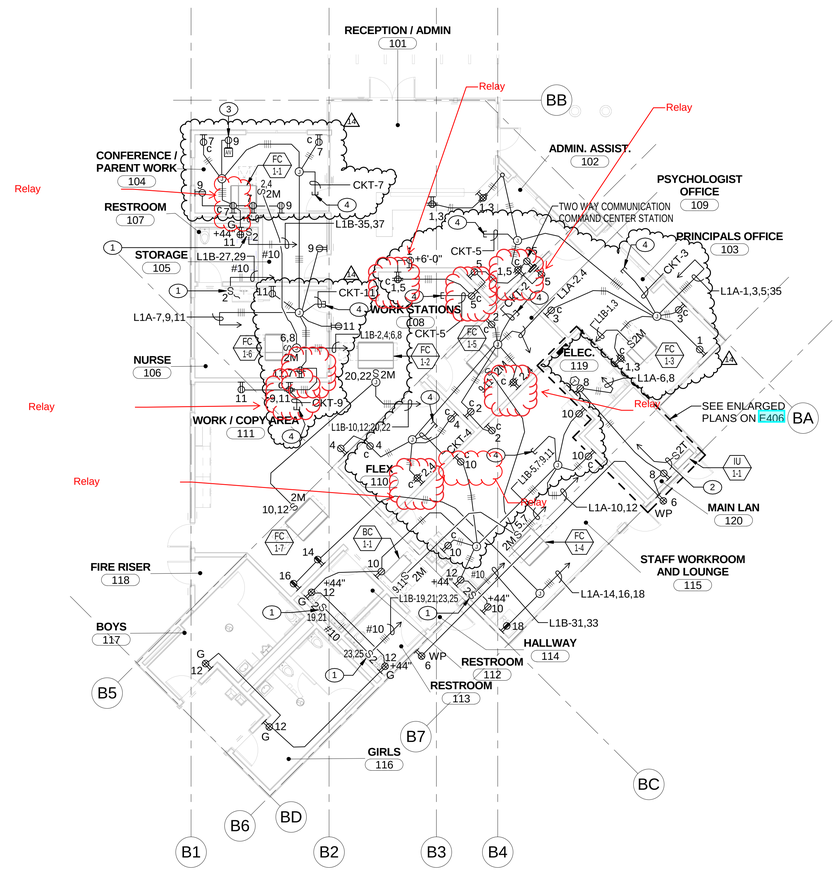
RFI 20

Reference RFI #20



BUILDING 3 - POWER PLAN G10

1/8" = 1'-0"



BUILDING 1 - POWER PLAN A10

1/8" = 1'-0"

KEYED NOTES

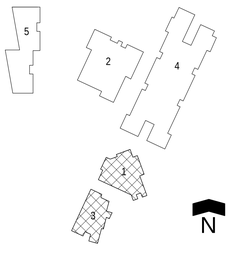
1. 30A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 4.16KW, 208V ELECTRIC WATER HEATER.
2. 3/4"C-2#12 & 1#12G UP TO OU-1-1 ON ROOF.
3. MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.
4. CONNECT TO PLUG OAD CONTROLLER, SEE LIGHTING PLAN FOR LOCATION OF PLUG LOAD CONTROLLER.

PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 748-1758
FAX (818) 763-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL
RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
14. RFI_096	11/19/18

BUILDINGS 1 & 3 - POWER PLAN



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

E401

REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION

RFI No. : 96

Project: McKinna Elementary School Reconstruction

Date: 11-01-18
Discipline: Electrical

Subject: Title 24 Receptacle Clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E301		
E401		

QUESTION

After reviewing the building #1 lighting and power sheets E301,E401 I have noticed that the legend for the plugs being controlled by title 24 are not marked on the power drawing. Please review all bldg.'s to make sure that the receptacles that you require to be controlled by the lighting relays are marked. As of right now there is none.
Please see attached drawings marked up on bldg. #1

ANSWER

For plug load controlled receptacles, see attached power plan sheet E401 with clouds for receptacles controlled on the rooms. Bid drawing sheet E301 (lighting plan) shows the plug load controllers in each room already.

Peter Marzo, PEG,11/16/18

See revised sheet E301 attached.
- Perkins Eastman

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Taft Electric Co	Matt Gobuty	11/20/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number:
Submitted By: Mitch Michaelis - Bernards

REQUEST FOR INFORMATION

RFI No.: 96

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

Date: 11-01-18
Discipline: Electrical

Subject: Title 24 Receptacle Clarification

Response Requested By: 11-08-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E301		
E401		

QUESTION

After reviewing the building #1 lighting and power sheets E301,E401 I have noticed that the legend for the plugs being controlled by title 24 are not marked on the power drawing. Please review all bldg.'s to make sure that the receptacles that you require to be controlled by the lighting relays are marked. As of right now there is none.
Please see attached drawings marked up on bldg #1

ANSWER

For plug load controlled receptacles, see attached power plan sheet E401 with clouds for receptacles controlled on the rooms. Bid drawing sheet E301 (lighting plan) shows the plug load controllers in each room already.

See revised sheet E301 attached. -PE

PETER MARZO - PEG
11/16/18

Response Provided By: _____ _____ _____
Name Company Date

Question Initiated By: Matt Gobuty - Taft Electric Co - Author Number:
Submitted By: Mitch Michaelis - Bernards

RFI #20

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Title 24 receptacles in rooms.

TO:	Terry Root **(Bernards)** Arvind Balaji **(Bernards)** Mitch Michaelis **(Bernards)**	**FROM:**	Ren Weeks **(Taft Electric Company)** 1694 Eastman Avenue Ventura, California 93003
DATE INITIATED:	10/25/2018	**STATUS:**	Open
LOCATION:		**DUE DATE:**	11/04/2018
PROJECT STAGE:		**COST CODE:**	
SUB JOB:		**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	
DRAWING NUMBER:	E301, and E401	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:	Ren Weeks **(Taft Electric Company)**		
COPIES TO:			

Question from Ren Weeks (Taft Electric Company) at 08:59 AM on 08/20/2018

After reviewing the building #1 lighting and power sheets E301,E401 I have noticed that the legend for the plugs being controlled by title 24 are not marked on the power drawing.
Please review all bldg.'s to make sure that the receptacles that you require to be controlled by the lighting relays are marked. As of right now there is none.

Please see attached drawings marked up on bldg. #1

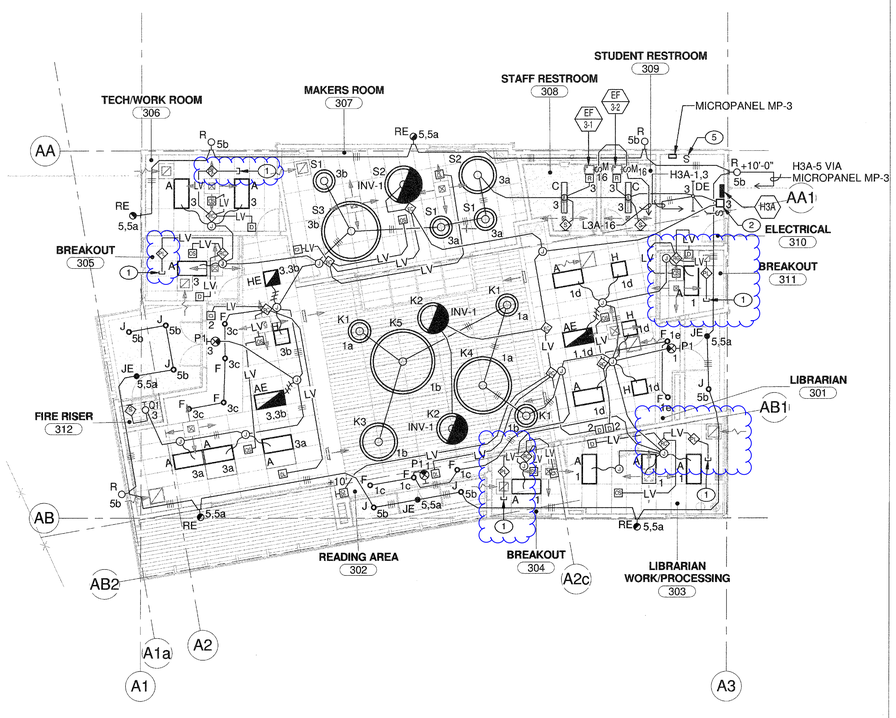
Attachments:
E301_ BUILDINGS 1 & 3 - LIGHTING PLAN Rev.0.pdf E401_ BUILDINGS 1 & 3 - POWER PLAN Rev.0.pdf

Awaiting an Official Response

All Replies:

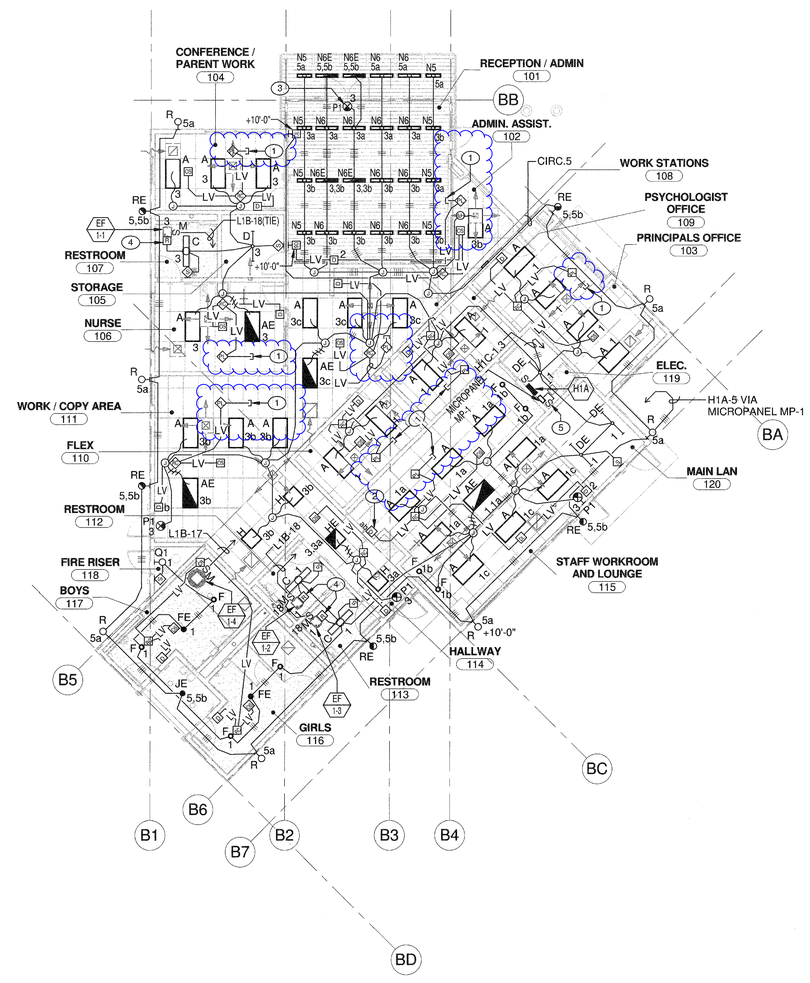
BY	DATE	COPIES TO

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



BUILDING 3 - LIGHTING PLAN G10

1/8" = 1'-0"



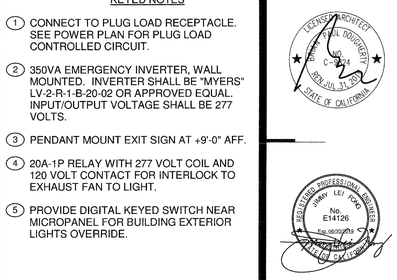
Plug load controllers are shown on this lighting plans

BUILDING 1 - LIGHTING PLAN A10

1/8" = 1'-0"

KEYED NOTES

1. CONNECT TO PLUG LOAD RECEPTACLE. SEE POWER PLAN FOR PLUG LOAD CONTROLLED CIRCUIT.
2. 350VA EMERGENCY INVERTER, WALL MOUNTED. INVERTER SHALL BE "MYERS" LV-2-R-1-B-20-02 OR APPROVED EQUAL. INPUT/OUTPUT VOLTAGE SHALL BE 277 VOLTS.
3. PENDANT MOUNT EXIT SIGN AT +9'-0" AFF.
4. 20A-1P RELAY WITH 277 VOLT COIL AND 120 VOLT CONTACT FOR INTERLOCK TO EXHAUST FAN TO LIGHT.
5. PROVIDE DIGITAL KEYED SWITCH NEAR MICROPANEL FOR BUILDING EXTERIOR LIGHTS OVERRIDE.

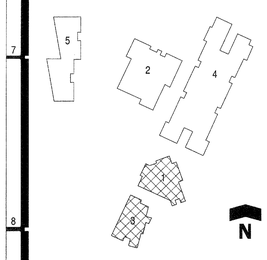


PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 W. Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 748-1758
FAX (818) 763-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
1 Revisio n 1	Date 1



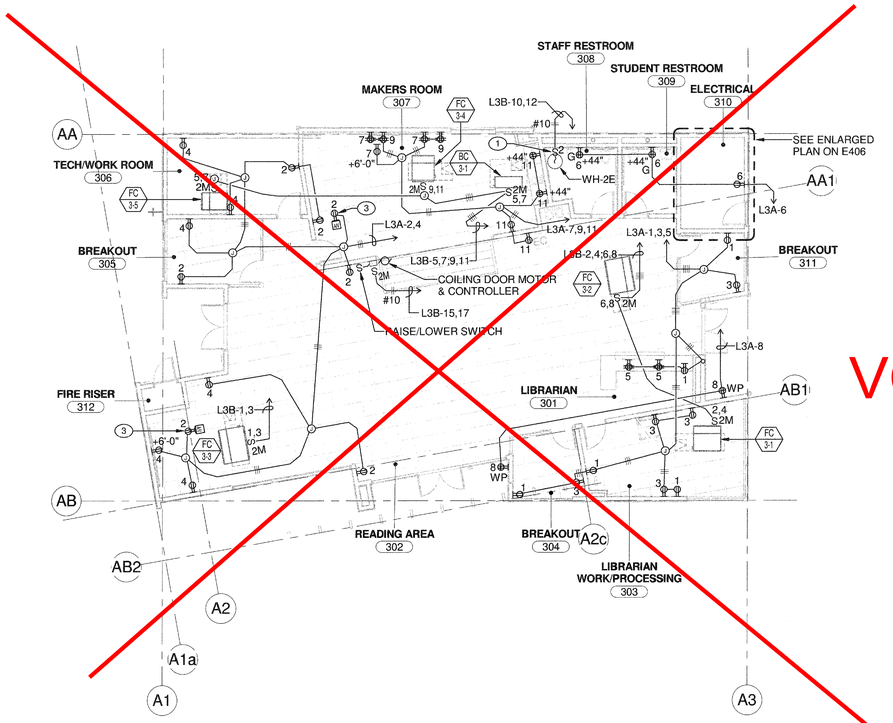
IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO. 56-22
A#: 03-118371
AC FLS SS
DATE 3-15-18

BUILDINGS 1 & 3 - LIGHTING PLAN

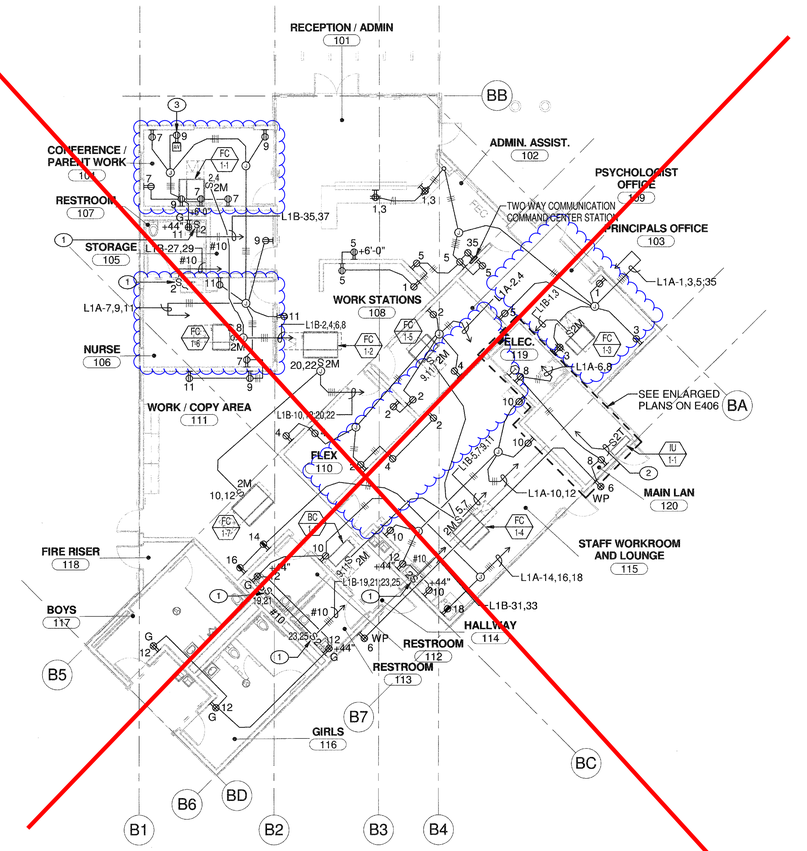
Dougherty
COSTA MESA OAKLAND
www.dougherty.us

E301

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



VOID



SEE ATTACHED POWER PLAN WITH CLOUDS FOR CONTROLLED RECEPTACLES.

BUILDING 3 - POWER PLAN G10 1/8" = 1'-0"

BUILDING 1 - POWER PLAN A10 1/8" = 1'-0"

KEYED NOTES

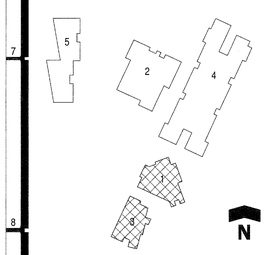
1. 30A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 4.16KW, 208V ELECTRIC WATER HEATER.
2. 3/4"C-2#12 & 1#12G UP TO OU-1-1 ON ROOF.
3. MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.

PACIFIC ENGINEERS GROUP
Civil • Water • Energy
2740 W. Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 748-1758
FAX (818) 768-9160 Y17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018



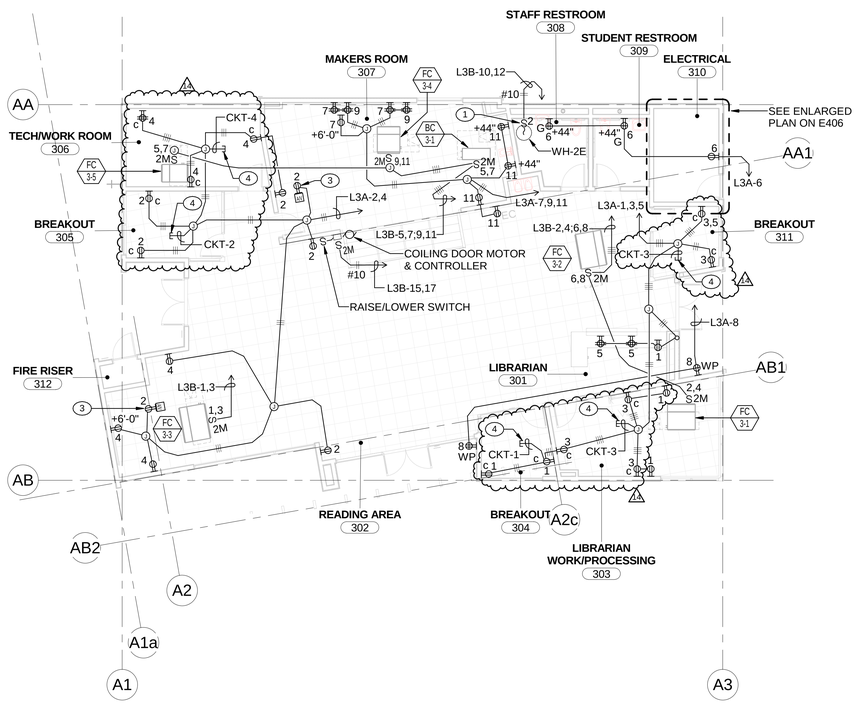
IDENTIFICATION STAMP
DIVOFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC FLS SS
DATE 3-15-18

BUILDINGS 1 & 3 - POWER PLAN

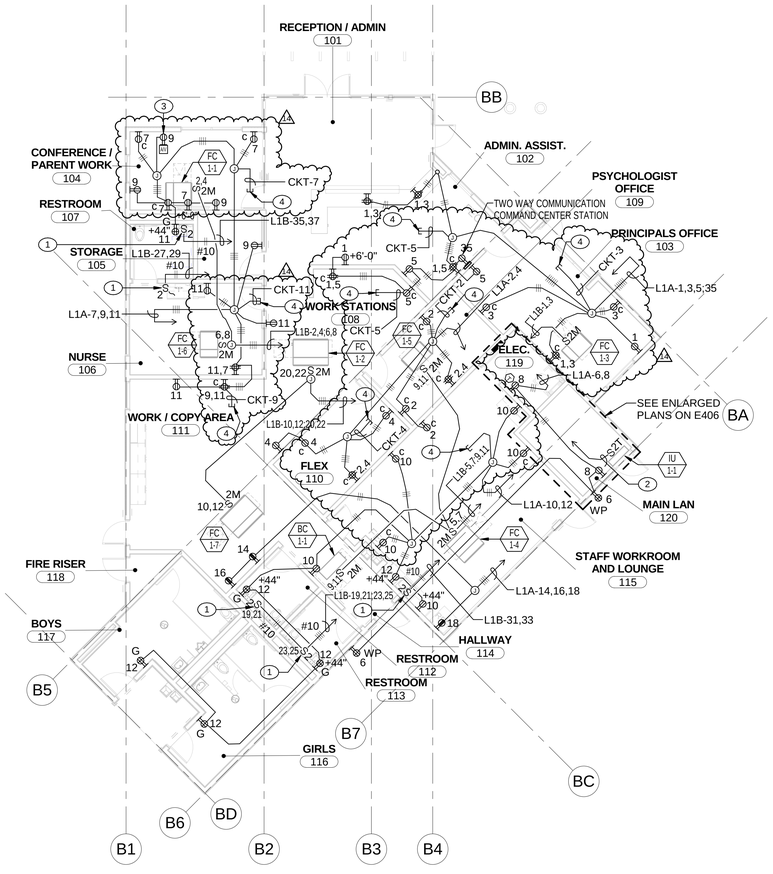
Dougherty
COSTA MESA OAKLAND
www.dougherty.us

E401

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY A R C H I T E C T S L L P



BUILDING 3 - POWER PLAN G10 1/8" = 1'-0"



BUILDING 1 - POWER PLAN A10 1/8" = 1'-0"

KEYED NOTES

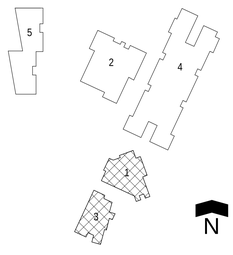
1. 30A-2P, 250V WP TOGGLE TYPE SWITCH. CONNECT TO 4.16KW, 208V ELECTRIC WATER HEATER.
2. 3/4"C-2#12 & 1#12G UP TO OU-1-1 ON ROOF.
3. MOUNT RECEPTACLE INSIDE AUDIO/VIDEO CABINET.
4. CONNECT TO PLUG OAD CONTROLLER, SEE LIGHTING PLAN FOR LOCATION OF PLUG LOAD CONTROLLER.

PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 Magnolia Blvd, Suite 205
Burbank, CA 91505
(818) 748-1758
FAX (818) 763-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL
RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018
14. RFI_096	11/19/18

BUILDINGS 1 & 3 - POWER PLAN



IDENTIFICATION STAMP
DIVOFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC____ FLS____ SS____
DATE_____

Dougherty
COSTA MESA ▪ OAKLAND
www.dougherty.us

E401

397

CHANGE ORDER REQUEST

COR No. 183 R0

Project: McKinna Elementary School Reconstruction

Date: 3/15/2020

DESCRIPTION OF WORK

RFI 273-Proposed Surveillance Camera Locations (rough-in only)

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	6,381
	Subtotal:	6,381
Contractual Costs		
Fee		329
Subcontract Default Insurance		77
CCIP		81
Contractor Bond		49
	Subtotal:	536
	Total Change Order Request Amount:	**6,917**

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

PCO #009

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #009: Rough-In for Added CCTV per RFI #273

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	009 / 0	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	5/16 /2019
REFERENCE:		**FIELD CHANGE:**	Yes
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$6,381.00**

POTENTIAL CHANGE ORDER TITLE: Rough-In for Added CCTV per RFI #273

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Our quoted price for the referenced change is stated above.

Rough-In for Added CCTV per RFI #273

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:
Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC COR#: 009

CUST RFP#:

COR DESCRIPTION: Rough-in for Added CCTV per RFI #273 DATE: 5/16/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Rough-in for Added CCTV per RFI #273	$679.18	46.82
Layout & Coordination	$0.00	4.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	**$679.18**	**50.82**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$20.38
7.75%	SALES TAX	$54.22
3.00%	MATERIAL HANDLING	$22.61
0.00%		$0.00
	SUBTOTAL MATERIAL	**$776.38**
15.00%	OVERHEAD & PROFIT	$116.46
	TOTAL TAKEOFF MATERIAL	**$892.84**

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	**$0.00**
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$0.00**
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	**$0.00**

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	**$0.00**
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	**$0.00**

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	50.82	$83.12	$4,223.90
SUPERVISION	4.00	$89.55	$358.20
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		**$4,582.10**
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		**$4,582.10**
15.00%	OVERHEAD & PROFIT		$687.32
	TOTAL LABOR		**$5,269.42**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
2.00%	AS BUILTS / O&M'S	$123.25
0.00%	PERMIT FEES	$0.00
1.00%	ESTIMATING	$61.62
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	**$184.87**
15.00%	OVERHEAD & PROFIT	$27.73
	TOTAL DJE	**$212.60**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$892.84
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$5,269.42
	DIRECT JOB EXPENSES	$212.60
	SUBTOTAL CHANGE REQUEST	**$6,374.86**
0.00%		$0.00
0.10%	TEXTURA	$6.37
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	**$6,381**

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Marshall ES JOB# 2258 TEC CR#: 10

CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR

Takeoff

Vendor: TAFT **Labor Level:** LABOR 1 **15 May 2019 14:56:22**

Region: CE 012 CCTV

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
TITLE	21.00		M	2-1/8 DEEP	BOX 4S 1 GANG	0.0000	0.00	0.0000	0.00
150041	21.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.6794	98.27	0.3000	6.30
160722	21.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	85.70	0.0360	0.76
150061	21.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	2.0529	43.11	0.1500	3.15
160573	126.00	EA	M	#10 x 1"	TEK SCREW	0.0185	2.33	0.0240	3.02
100080	21.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	15.75	0.0400	0.84
100095	6.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.82	0.0390	0.23
100094	21.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	2.78	0.0325	0.68
100269	42.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.02	0.0250	1.05
150083	21.00	EA	M	1-1/2"D 22.5-CI	4"SQ EXT RING 1/2KO	4.0249	84.52	0.2000	4.20
10047	400.00	FT	M	3/4	EMT	0.8275	330.98	0.0500	20.00
30217	21.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5795	12.17	0.3000	6.30
160803	7.00	EA	M	3/4	EMT 1-HOLE STEEL STRAP	0.3906	2.73	0.0400	0.28
						Phase Totals:	**679.18**		**46.82**
						Job Totals:	**679.18**		**46.82**

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Phone: 805-642-0121
Web: www.taftelectric.com

REQUEST FOR INFORMATION

RFI No.: 273

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

Date: 04-25-19
Discipline: Electrical

Subject: Proposed Surveillance Camera Locations

Response Requested By: 05-02-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E201		

QUESTION

Please confirm the proposed surveillance camera locations shown on page 2 are acceptable.

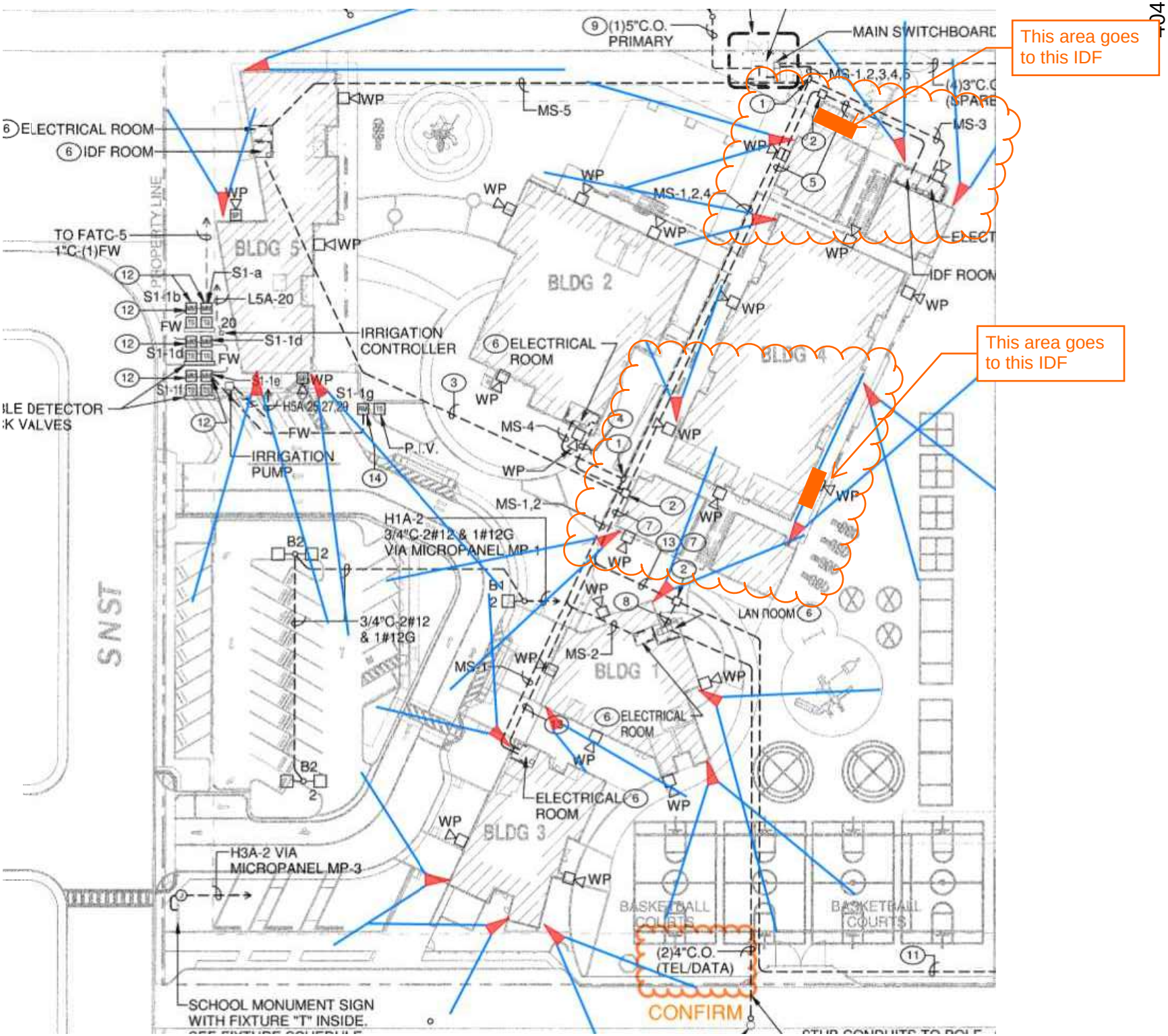
ANSWER

Each building's cameras will return to their respective IDFs of the building they are mounted on, with the exception of Building 4, which will be split between two IDFs. See markup on sketch for the split grouping.

Confirmation of decision to confirm camera locations is included in the attached email dated 05.07.19

Response Provided By:	Name	Company	Date
	Kevin Griendling, AIA	Perkins Eastman	05.08.19

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards



21 cameras
21 4S deep J-box
21 4S single gang auto rings
21 single gang extension box
400' 3/4" emt
213/4" emt connectors
21 3/4" plastic bushings
60 3/4" emt straps
1.5 hrs per device

Kevin Griendling

From: Mario Mera <MMera@cfwinc.com>
Sent: Tuesday, May 07, 2019 3:32 PM
To: Kevin Griendling; Diego Matzkin
Cc: Jaime Pace; Jennifer MacIsaac; Fateh, David; Varun Inapuri
Subject: RE: McKinna ES - Confirmation of Direction on RFI/Submittal Items

Kevin,

Pursuant to our 4/26/19 telephone meeting between David Fateh (OSD/Facilities Dir), Jaime Page (Bernards), you, and I; below please find the information requested for the following items:

ITEM No.	ISSUE	IMPACT	DIRECTION
1. Replacement of operable windows located in "Classrooms" with non-operable windows.	Currently, window design for classroom application (location, operations) calls for operable windows to be installed in all classrooms. However, due to the close proximity of operable window and movable marker board locations, the operable windows will not operate as intended. The movable marker boards and the swing of the window panes interfere and clash with each other. To resolve this issue, all operable windows located in classrooms will be replaced with stationary non-operable windows, similar to Elm and Lemonwood.	Contractor will provide a credit for Replacement of operable windows located in "Classrooms" with non-operable windows.	With District concurrence AOR (Perkins Eastman): Proceed with the paperwork necessary to implement the proposed change in scope of Work (i.e., replacement of operable windows located in "Classrooms" with non-operable windows). Contractor (Bernards): Provide for review and acceptance a proposed credit for this subject design change.
2. Surveillance Camera locations	Pursuant to coordination meeting held on 4/26/19 between the District, CFW, and the Contractor; the District confirmed that the surveillance camera locations shown in RFI-273 are acceptable.	There will be added cost to procure and install electrical rough-in for future surveillance camera locations identified in RFI-273 (power, data, etc.).	With District concurrence, AOR (Perkins Eastman): Proceed with the paperwork necessary to implement this proposed change in scope of Work (i.e., install electrical rough-in for future surveillance cameras locations). Contractor (Bernards): Considering the current level of physical Work complete, proceed with the installation of electrical rough-in for future surveillance cameras locations.
3. Marquee sign is to be 3' x 8' single pole mounted	The marquee sign of 3' x 8' if mounted on a building wall will not be visible due to the distance from the street and ultimately obstruction by trees. The District and CFW decided to mount the marquee on a single pole.	There will be added cost to procure and install the marquee pole and the required provide infrastructure (power, data, etc.).	With District concurrence, AOR (Perkins Eastman): Proceed with the paperwork necessary to implement this proposed change in scope of Work (i.e., replacement wall mounted marquee with single pole

			mounted marquee incl. required infrastructure). Contractor (Bernards): Provide for review and acceptance a detailed cost proposed for this change in scope of work.
4. MPR flooring material selection or substitution	Issue is currently under review by AOR, CFW, and District	TBD	TBD

If you have any questions and/or comments, please do not hesitate to contact me directly.

Sincerely,

Mario Mera
Senior Program Manager – Implementation Services
Caldwell, Flores, Winters, Inc.
mobile: (424) 352-5148
e-mail: mmera@cfwinc.com

CFW Los Angeles Office:
815 Colorado Blvd., Ste. 201,
Los Angeles, CA 93035
office: (323) 202-2550

CFW Oxnard Office:
1901 S. Victoria Ave., Ste. 106
Oxnard, CA 93035
office: (805) 201-0546

CONFIDENTIALITY NOTICE: This email message, including any attachments, from Program Management Integrated Inc. is intended for the official and confidential use of the recipients to whom it is addressed. It contains information that may be confidential, privileged, attorney work product, or otherwise exempted from disclosure under applicable law. If you have received this message in error, be advised that any review, disclosure, use, dissemination, distribution, or reproduction of this message or its contents is strictly prohibited. Please notify the sender of this email immediately by reply email that you have received this message in error, and immediately destroy this message, including any attachments. Thank you in advance for your cooperation.

Please consider the environment before printing this e-mail

From: Kevin Griendling
Sent: Monday, April 29, 2019 3:15 PM
To: Mario Mera <MMera@cfwinc.com>
Subject: FW: McKinna ES - Confirmation of Direction on RFI/Submittal Items

One more thing: MPG Glazing selection – Please confirm if we are to proceed with the reviewed item from Friday?

Kevin Griendling, AIA

3194 D Airport Loop Drive | Costa Mesa, CA 92626
T. +1 714 824 3569
E. k.griendling@perkinseastman.com

www.perkinseastman.com

From: Kevin Griendling
Sent: Monday, April 29, 2019 7:43 AM
To: Mario Mera <MMera@cfwinc.com>
Cc: Jennifer MacIsaac <jmacIsaac@cfwinc.com>; Diego Matzkin <d.matzkin@perkinseastman.com>; Fateh, David <dfateh@oxnardsd.org>; Jaime Pace <jpace@bernards.com>
Subject: McKinna ES - Confirmation of Direction on RFI/Submittal Items

Mario,

Could you please update us on and confirm the decisions made in your meeting with David last week, including the following items:

- Removal of operable windows
- Surveillance camera locations
- Marquee sign is to be 3' x 8' single pole mounted (please send us the drawings from the other project mentioned in Friday's meeting)
- (awaiting meeting from Gerfloor at Elm today I believe) MPR flooring material selection or substitution

Thanks,

Kevin Griendling, AIA

3194 D Airport Loop Drive | Costa Mesa, CA 92626
T. +1 714 824 3569
E. k.griendling@perkinseastman.com

www.perkinseastman.com

This message is sent by Perkins Eastman Architects DPC, and/or its Affiliates, and is intended exclusively for the persons to whom it is addressed. This communication may contain information that is privileged or confidential. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate any part of this message.

CHANGE ORDER REQUEST

COR No. 184 R0

Project: McKinna Elementary School Reconstruction

Date: 3/15/2020

DESCRIPTION OF WORK

RFI 279 - Security Keypad Locations

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	3,551
	Subtotal:	3,551
Contractual Costs		
Fee		183
Subcontract Default Insurance		43
CCIP		45
Contractor Bond		27
	Subtotal:	298
	Total Change Order Request Amount:	**3,849**

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

PCO #011

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #011: Added Keypads in Buildings 1 & 2 Per RFI 279

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	011 / 0	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	David Donelson **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	5/31 /2019
REFERENCE:		**FIELD CHANGE:**	No
SCHEDULE IMPACT:		**LOCATION:**	
		TOTAL AMOUNT:	**$3,551.00**

POTENTIAL CHANGE ORDER TITLE: Added Keypads in Buildings 1 & 2 Per RFI 279

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Our quoted price for the referenced change is stated above.

Added Keypads in Buildings 1 & 2 Per RFI 279

Attached is back-up to support this additional scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:
Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
Any weather proofing or sealing of exterior penetrations for water intrusion.
Any fire proofing or sealing complete.
Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
Any and all parts and labor not specifically listed above or within.
Any abatement including asbestos removal or containment.
Any permits or fees.
Any costs associated with the design, engineering (including wet stamps), or approval process.
Any access panels.

ATTACHMENTS:

TEC COR 011 Added Keypads in Building 1 & 2 Per RFI 279.pdf

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC COR#: 011

CUST RFP#:

COR DESCRIPTION: Added Keypads in Buidlings 1 and 2 per RFI 279 DATE: 5/31/2019

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Rough-in Material and Labor	$767.07	6.88
Layout & Coordination	$0.00	2.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	**$767.07**	**8.88**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$23.01
7.75%	SALES TAX	$61.23
3.00%	MATERIAL HANDLING	$25.54
0.00%		$0.00
	SUBTOTAL MATERIAL	**$876.85**
15.00%	OVERHEAD & PROFIT	$131.53
	TOTAL TAKEOFF MATERIAL	**$1,008.38**

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	**$0.00**
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$0.00**
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	**$0.00**

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
Securitech	Installation of (2) LCD Keypads Per RFI 279	$1,500.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	**$1,500.00**
5.00%	OVERHEAD & PROFIT	$75.00
	TOTAL SUBCONTRACTS	**$1,575.00**

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	8.88	$83.12	$738.06
SUPERVISION	0.00	$89.55	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		**$738.06**
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		**$738.06**
15.00%	OVERHEAD & PROFIT		$110.71
	TOTAL LABOR		**$848.77**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$50.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$50.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
0.00%		$0.00
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
0.00%	JOB TRUCK	$0.00
0.00%	MANLIFTS	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	**$100.00**
15.00%	OVERHEAD & PROFIT	$15.00
	TOTAL DJE	**$115.00**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$1,008.38
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$1,575.00
	LABOR EXPENSES	$848.77
	DIRECT JOB EXPENSES	$115.00
	SUBTOTAL CHANGE REQUEST	**$3,547.15**
0.00%		$0.00
0.10%	TEXTURA	$3.55
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	**$3,551**

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: Mckinna ES JOB# 2281 TEC CR#: 10

CUST RFP#: 0

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$89.55
JOURNEYMAN	2.00	$83.60
APPRENTICE	1.00	$75.71
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$83.12

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR

Takeoff

Vendor: TAFT **Labor Level:** LABOR 1 **24 May 2019 11:06:21**

Region: CE 017 ADDED KEYPADS PER RFI 279

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0.00				**BULIDING 01 NORTH EAST**				
11	1.00		M	8x8	HOFFMAN 8X8 HINGED BOX	360.0000	360.00	0.5000	0.50
TITLE	1.00		M	2-1/8 DEEP	BOX 4S 1 GANG	0.0000	0.00	0.0000	0.00
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.6794	4.68	0.3000	0.30
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	4.08	0.0360	0.04
150061	1.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	2.0529	2.05	0.1500	0.15
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.11	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0390	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
TITLE	10.00		M	3/4	EMT + FITTINGS	0.0000	0.00	0.0000	0.00
10047	10.00	FT	M	3/4	EMT	0.8275	8.27	0.0500	0.50
30137	1.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.6687	0.67	0.1400	0.14
30217	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5795	1.16	0.3000	0.60
240035	2.00	EA	M	3/4	EMT STRUT CLAMP GALV	0.7437	1.49	0.0300	0.06
20189	1.00	EA	M	3/4	EMT FIELD BEND	0.0000	0.00	0.1920	0.19
500154	1.00	EA	M	3/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5300	0.53
	0.00								
	0.00				**BUILDING 02**				
11	1.00		M	8x8	HOFFMAN 8X8 HINGED BOX	360.0000	360.00	0.7500	0.75
TITLE	1.00		M	2-1/8 DEEP	BOX 4S 1 GANG	0.0000	0.00	0.0000	0.00
150041	1.00	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.6794	4.68	0.3000	0.30
160722	1.00	EA	M	16"	WALL BOX HANGER + BRACKET	4.0808	4.08	0.0360	0.04
150061	1.00	EA	M	3/4"RISE 5.8-CI	1G 4"SQ PLASTER-RING	2.0529	2.05	0.1500	0.15
160573	6.00	EA	M	#10 x 1"	TEK SCREW	0.0185	0.11	0.0240	0.14
100080	1.00	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	0.75	0.0400	0.04

Region: CE 017 ADDED KEYPADS PER RFI 279

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
100095	1.00	EA	M	18-12	PSH-IN 4-WIRE CONN	0.1368	0.14	0.0390	0.04
100094	1.00	EA	M	18-12	PSH-IN 3-WIRE CONN	0.1322	0.13	0.0325	0.03
100269	2.00	EA	M	3/8-1/2	ANTI-SHORT BUSHING	0.0005	0.00	0.0250	0.05
TITLE	10.00		M	3/4	EMT + FITTINGS	0.0000	0.00	0.0000	0.00
10047	10.00	FT	M	3/4	EMT	0.8275	8.27	0.0500	0.50
30137	1.00	EA	M	3/4	EMT STEEL-COMP COUPLING	0.6687	0.67	0.1400	0.14
30217	2.00	EA	M	3/4	EMT STEEL COMP CONNECTOR	0.5795	1.16	0.3000	0.60
240035	2.00	EA	M	3/4	EMT STRUT CLAMP GALV	0.7437	1.49	0.0300	0.06
20189	1.00	EA	M	3/4	EMT FIELD BEND	0.0000	0.00	0.1920	0.19
500154	1.00	EA	M	3/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5300	0.53
						Phase Totals:	**767.07**		**6.88**
						Job Totals:	**767.07**		**6.88**

SECURITECH

SECURITY INTEGRATION TECHNOLOGY

May 17, 2019

Taft Electric Company
1694 Eastman Ave.
Ventura, Ca. 93003

RE: Mckinna Elementary School Reconstruction
Oxnard, Ca.

SecuriTech is pleased to provide our quotation for installing Two (2) LCD Keypads per RFI 279. Keypads will be interfaced with existing intrusion alarm systems

Lot wiring misc. connectors, programming and testing as required

TOTAL COST $1,500

EXCLUSIONS: Any conduit, back boxes, cable tray, trenching, coring

Please contact me with any questions you may have.

Thank You
John Sauser

19212 Cantara St Reseda, CA 91335 Tel: 818/773-8011 Fax: 818/773-8012
License No. 789488

REQUEST FOR INFORMATION

RFI No.: 279

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

Date: 05-02-19
Discipline: Architectural

Subject: Security Keypad Loactions

Response Requested By: 05-09-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
E501, E504		

QUESTION

Per the OAC meeting held on April 11, 2019, the district requested to include a security keypad @ the exterior of Admin bldg., and another one at the exterior of kitchen room in MPR. Please verify, and provide a location.

ANSWER

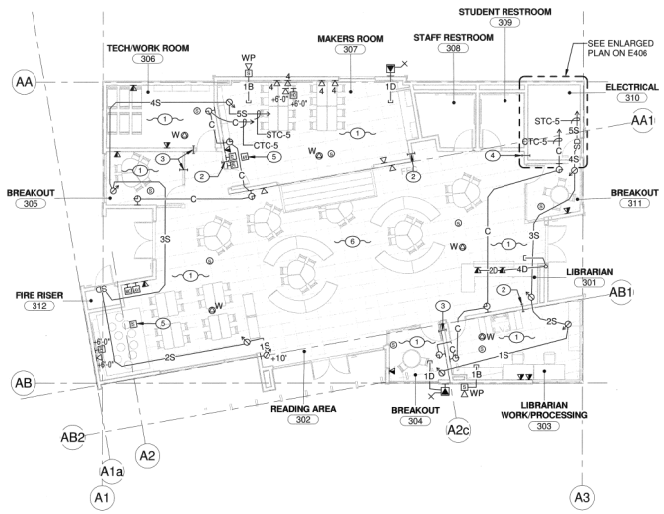
See attached sheets for revised MPR location, and additional location at the administration building.

Response Provided By:

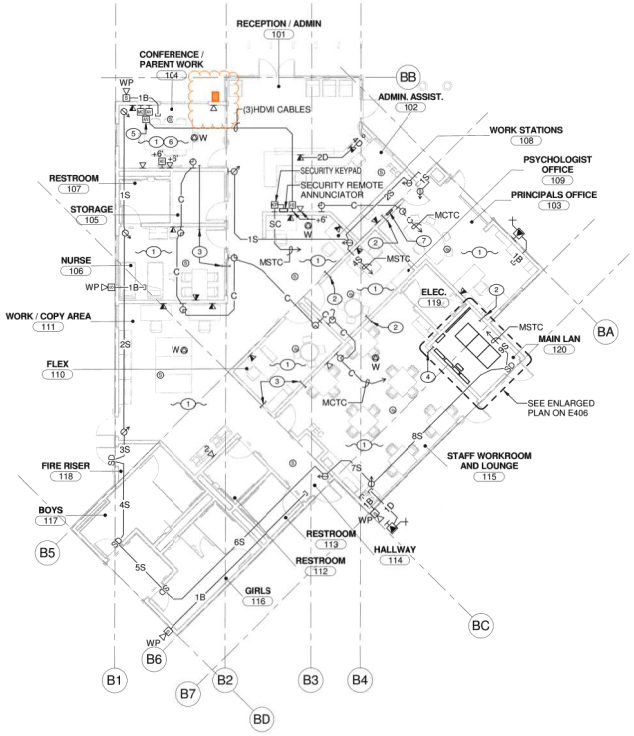
Name	Company	Date
Kevin Griendling, AIA	Perkins Eastman	05.07.19

Question Initiated By: Jaime Pace - Bernards
Submitted By: Arvind Balaji - Bernards

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



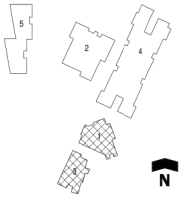
BUILDING 3 - SIGNAL PLAN | G10 | 1/8" = 1'-0"



BUILDING 1 - SIGNAL PLAN | A10 | 1/8" = 1'-0"

KEYED NOTES

1. RUN DATA/TELEPHONE, AV AND PA SPEAKER CABLES EXPOSED IN ATTIC SPACE ABOVE T-BAR CEILING VIA CONDUITS SLEEVES SHOWN ON PLANS. PROVIDE CONDUITS IN ATTIC FOR LOW VOLTAGE CABLES IN HARD LID CEILING AREAS. PROVIDE CABLE WIRING SUPPORT, PROVIDE METAL WIRE MANAGEMENT RINGS TYPE WMRB, J-HOOKS OR SIMILAR OPEN TOP CABLE SUPPORTS ATTACHED TO BUILDING STRUCTURE, BEAMS, OR JOISTS. SUPPORTS SHALL BE PROVIDED 48" ON CENTER MAXIMUM. TYPICAL. BUNDLE TIE CABLES ALONG THE RUN FOR A NEAT AND UNOBJECTIONABLE INSTALLATION. PROVIDE CABLES AT EACH DATA/TEL OUTLETS AND SPEAKERS AND HOMERUN TO IDF. SEE SYMBOL LIST FOR OTHER INFORMATION.
2. (3)2" CONDUITS SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
3. (3)1" CONDUIT SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
4. (3)4" CONDUIT SLEEVES FOR SIGNAL WIRING. SEAL AND CAULK AT ALL CONDUITS/PENETRATIONS.
5. AUDIO/VIDEO CABINET MOUNT FLUSH AT CEILING. SEE DETAILS 1,2/E108. PROVIDE (1)D CABLE TO BUILDING IDF.
6. PROVIDE ASSISTIVE LISTENING SYSTEM FOR THE CONFERENCE ROOM OR LIBRARY . PROVIDE RECEIVERS NO LESS THAN 4% OF THE SEATING CAPACITY BUT NO LESS THAN 2. SEE SPECIFICATION SECTION 275117.
7. TWO WAY COMMAND CENTER STATION. PROVIDE (1)T CABLE TO "MTTB" AT MAIN LAN ROOM. SEE DETAIL 3/E108.



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
AP: 03-118371
AC. AS FLE. SS/JM
DATE 3-15-18

PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 W. Magnolia Blvd., Suite 205
Burbank, California 91505
(818) 746-1159
FAX (818) 763-9180 1-17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

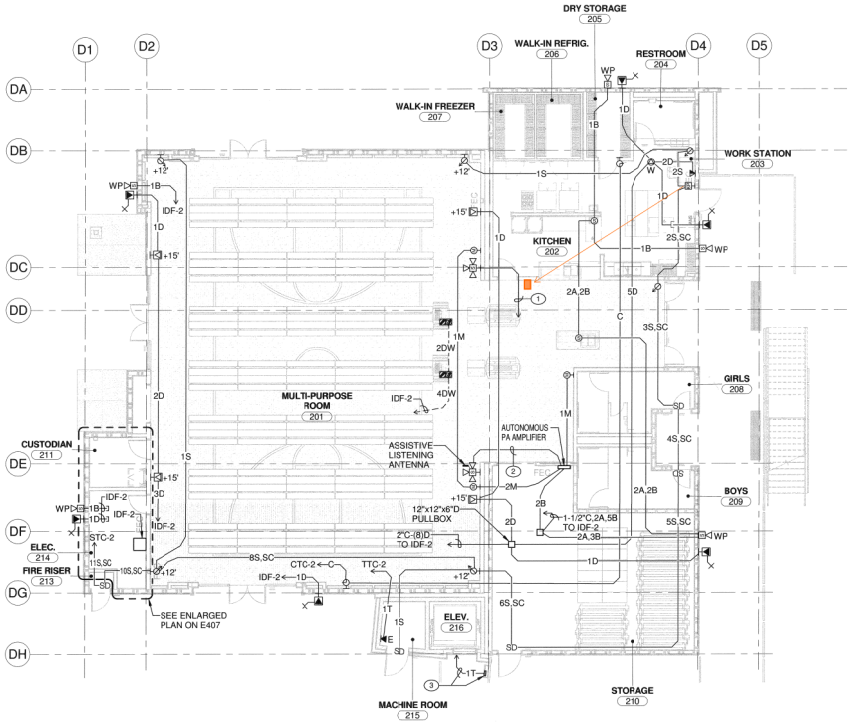
JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018

BUILDINGS 1 & 3 - SIGNAL PLAN

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

E501

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY ARCHITECTS LLP



KEYED NOTES

1. 1-1/4"C-(1)B, (1)WEST PENN CL3-277 TO AUTONOMOUS PA AMPLIFIER.
2. 1-1/2"C-(1)B, (1)WEST PENN CL3-277, (1) BELDEN 82219 TO AUTONOMOUS PA AMPLIFIER.
3. REMOTE CALL BOX STATION FOR TWO WAY COMMUNICATION SYSTEM WITH SPEAKER AND CALL BUTTON. SEE DETAIL 3/E108. PROVIDE (1)T CABLE TO TTC-2 AT ELEC. ROOM 214.

GENERAL NOTES

1. ALL SIGNAL SYSTEMS SHOWN ON THIS PLAN SHALL BE IN CONDUIT.

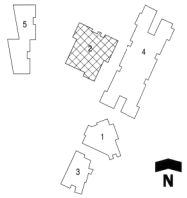
PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 W. Magnolia Blvd., Suite 205
Burbank, CA 91505
(818) 746-1758
FAX (818) 763-9180 1/17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018

BUILDING 2 - FIRST FLOOR SIGNAL PLAN



IDENTIFICATION STAMP
DIV/OFFICE OF REGULATION CT SERVICES
FILE NO. 56-22
A#: 03-118371
AC. AS FLS 55.MP
DATE 3-15-18

Dougherty
COSTA MESA OAKLAND
www.dougherty.us

E504

BUILDING 2 - FIRST FLOOR SIGNAL PLAN A10
1/8" = 1'-0"

BERNARDS

CHANGE ORDER REQUEST

COR No. 240 R0

Project: McKinna Elementary School Reconstruction

Date: 3/19/2020

DESCRIPTION OF WORK

Temp Power for Elevator Install

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	6,370
	Subtotal:	6,370
Contractual Costs		
Fee		329
Subcontract Default Insurance		76
CCIP		81
Contractor Bond		49
	Subtotal:	535
	Total Change Order Request Amount:	**6,905**

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

NOT MERITED

- ☐ MERITED
- ☑ NOT MERITED

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
P: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

CHANGE EVENT #042 - Elevator Temp Power

Origin:			
Date Created:	12/9/2019	**Created By:**	Joel Cerda
Status:	Pending	**Scope:**	Out of Scope
Type:	Quoted Price	**Change Reason:**	

Description:
Temp Power for elevator installation for a month.
Generator to run for a max of 40 hours a week. Additional usage will be added cost.
Connecting & disconnecting the generator.
Fuel for Generator.
50' of temp power cords.

SCE turned 'on' the permanent power meter on 1/29/2020.

Attachments: 480V phase 80amp Generator

CHANGE EVENT LINE ITEMS

Cost Code	Cost Type	Vendor / Contract	Prime PCO	ROM	RFQ	Commit.	Budget Mod.
				$6,370.00			
Grand Totals			**$0.00**	**$6,370.00**	**$0.00**	**$0.00**	**$0.00**

#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:** August 19, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 012 to Construction Services Agreement #17-41 with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Change Order No. 012 addresses added scope of work that was directed by the City of Oxnard as part of the B-Permit approval process. Additional AC pavement was directed to be replaced on N Street. Included in this change order is the cost for added scope of work required to be performed on the South Alley. The contractor installed a new water line that routes under the South Alley. Per the City of Oxnard, and the requirements of the approved B-Permit, the contractor was required to remove additional existing AC pavement and to stabilize the full width of the alley roadway section in lieu of trenching and filling the trench only. Geo Grid was utilized to stabilize the alley. Change Order No. 012 provides for the Board's consideration and ratification of the following COR's:

•COR 219 RO - B-Permit N St. Asphalt
•COR 260 RO - B-Permit South Alley GeoGrid
•COR 266 RO - B-Permit South Alley Asphalt Demo

FISCAL IMPACT:

One Hundred Four Thousand One Hundred Twenty-Two Dollars and No Cents ($104,122.00) 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 #012 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 012 (2 Pages)
COR 219 RO - B-Permit N St. Asphalt (8 Pages)
COR 260 RO - B-Permit South Alley GeoGrid (39 Pages)
COR 266 RO - B-Permit South Alley Asphalt Demo (9 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CHANGE ORDER

Date: 8/19/2020 **CHANGE ORDER NO. 012**

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 (001-011)……..**$ 461,493.00**

ADJUSTED CONTRACT SUM……...**$ 28,780,831.00**

NET CHANGE - **$ 104,122.00**

Total Change Orders to Date: ….....**$ 565,615.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 012... ……..**$ 28,884,953.00**

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 ……**(2.00%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR 219 RO – B-Permit N St Asphalt				$56,473.00
2.	COR 260 RO – B-Permit South Alley GeoGrid				$39,676.00
3.	COR 266 RO - B-Permit South Alley Asphalt Demo				$7,973.00
	Totals	**$0.00**	**$000**	**$0.00**	**$104,122.00**

Total Change Order No. 012……..$104,122.00

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

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

_____ **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. 219 R0

Project: McKinna Elementary School Reconstruction

Date: 3/19/2020

DESCRIPTION OF WORK

B-permit/SCE - N St asphalt install

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Onyx Paving Co Inc	52,100
	Subtotal:	52,100
Contractual Costs		
Fee		2,689
Subcontract Default Insurance		625
CCIP		659
Contractor Bond		400
	Subtotal:	4,373
	Total Change Order Request Amount:	**56,473**

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

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

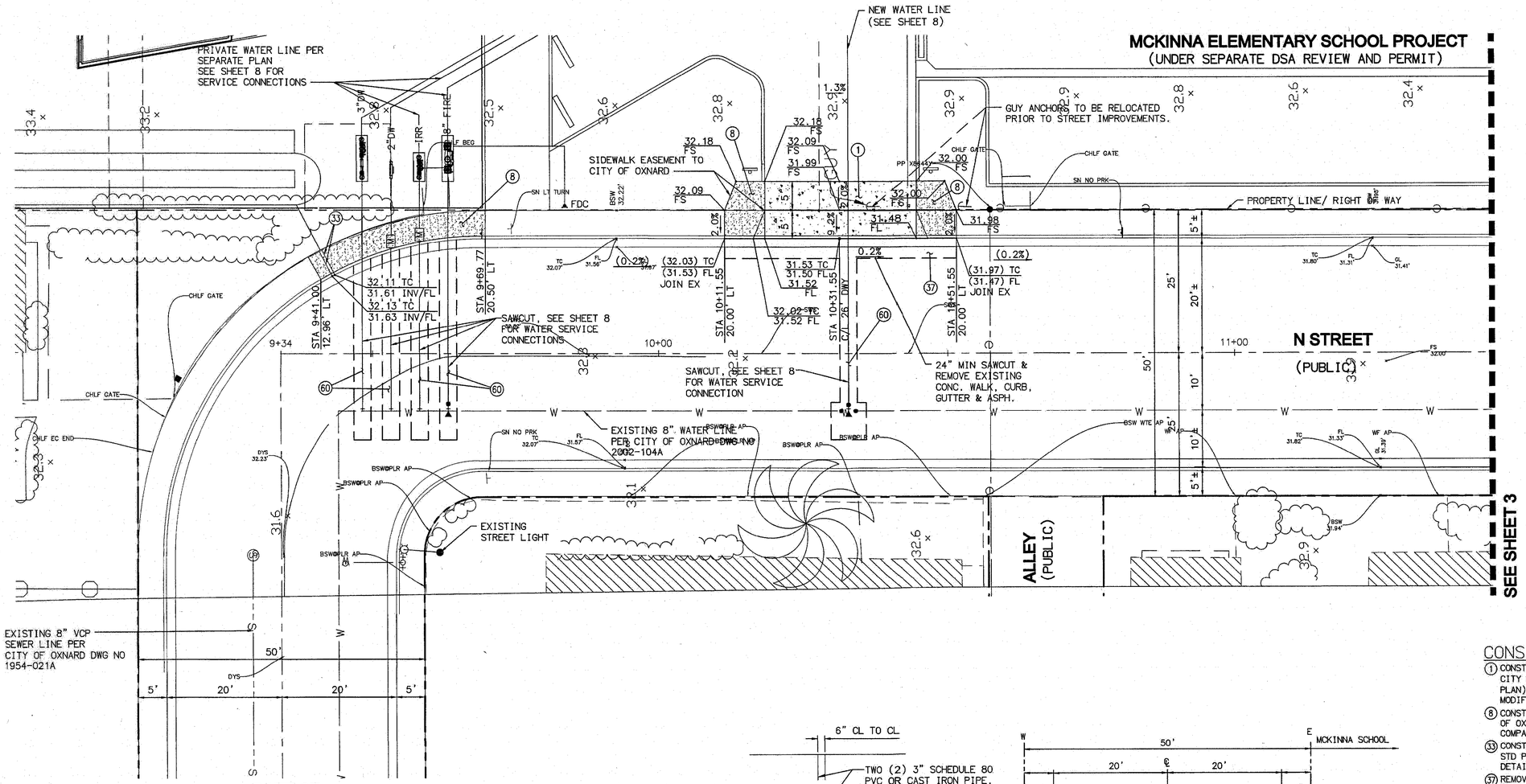
HOURLY LABOR COST RATES

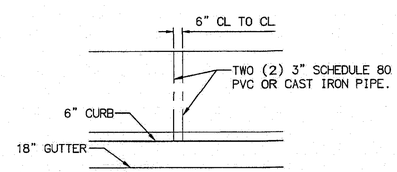
Sub/Contractor:	Onyx Paving Company, Inc.	**Trade:**	Asphalt Paving
Date:	1/27/2020	**Classification:**	Operating Engineer group 8
Project:	McKinna ES		
Rate Effective Through:	June 30, 2020	**Union :** [ ]	**Non Union:** [X]

		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**

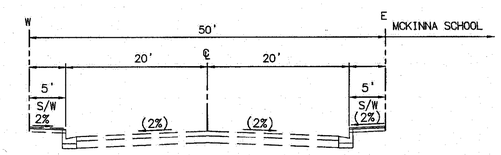
Factors NOT allowed in the above hourly labor cost rates:

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





A SIDEWALK DRAIN PIPE
INSPECTION BY DSA N.T.S.



N STREET (PUBLIC)
NTS

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
8. CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
33. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLAN 122 WITH (2) 3" PIPES TO CURB PER DETAIL A HEREON
37. REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH,TACK COAT 0.10 GAL/SY SS-1H ALL VERTICAL SURFACES.
60. TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602

10 5 0 10 20 30
SCALE: 1"=10'

NP 18-02
HTE 17-5135

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE 310.646.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20 7/23/19 DATE

REGISTERED PROFESSIONAL ENGINEER SCOTT DELANE UHLES No C 72391 CIVIL STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7-31-19 DATE
DATE

OXNARD DEVELOPMENT SERVICES DEPARTMENT

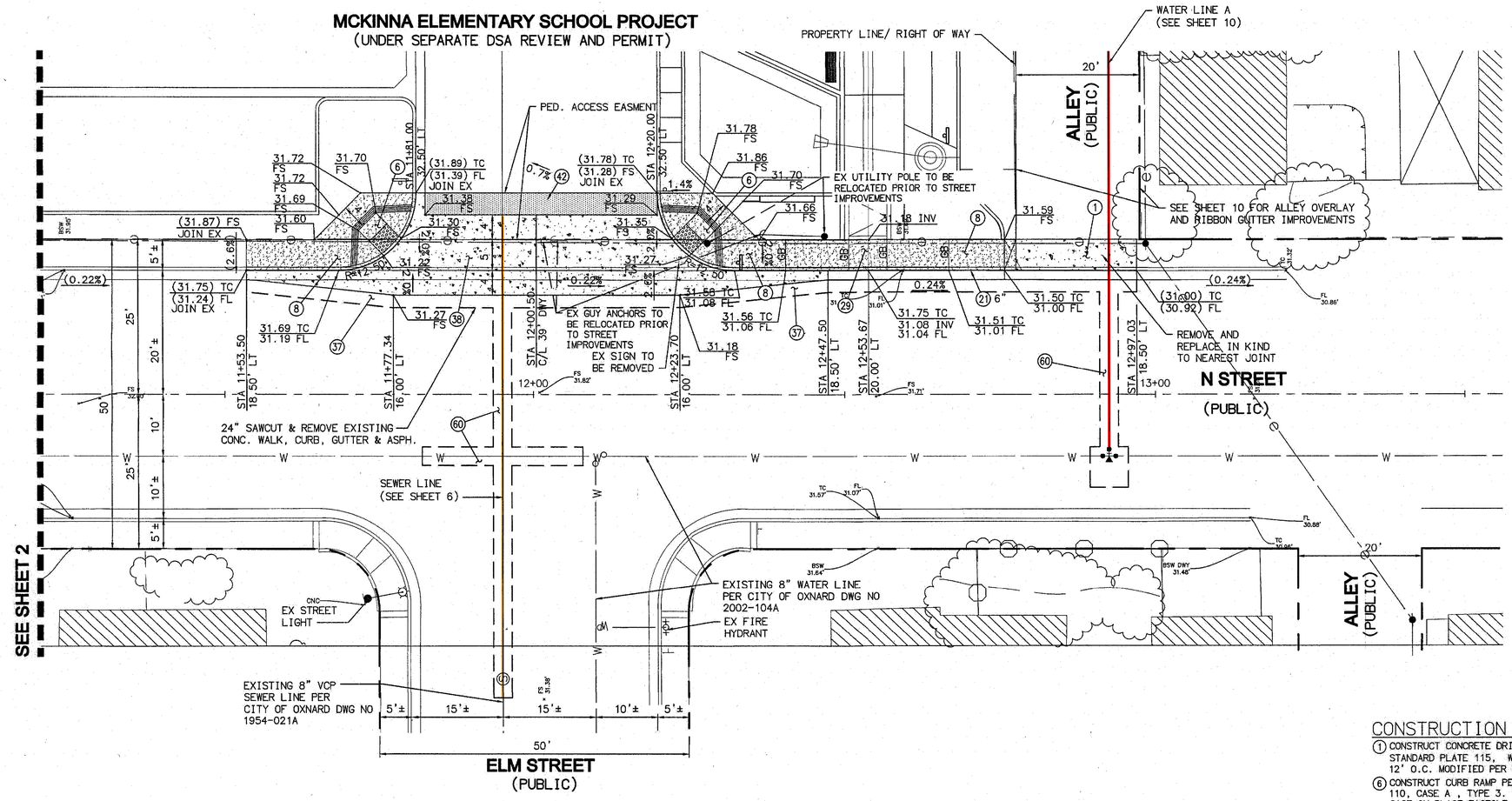
McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

ACCEPTED BY: CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) 7-31-19 DATE
SCALE: HORIZ.: VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 2 OF 10
DRAWING NUMBER 18-06A

PLOT DATE: 5/23/19 4:49 PM FILE NAME: D:\CLOUDSTATION\DELANEENG\ROOT\PDATA\011015\7\CAD\LAND\ULA\CONSTRUCTION DOCUMENT\CITY\ST-4021.DWG

SAVE DATE: 5/23/19 DEBBIE TALAMA

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



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
6. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A , TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
8. CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
29. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
37. REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH,TACK COAT 0.10 GAL/SY SS-1H ALL VERTICAL SURFACES.
38. CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
42. CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35), FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
60. TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602

10 5 0 10 20 30
SCALE: 1"=10'

NP 18-02
HTE 17-5135

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD. SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.546.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES — RCE NO 72391 — EXP 6/30/20 — 7/23/19

REGISTERED PROFESSIONAL ENGINEER — SCOTT DELANE UHLES — No C 72391 — CIVIL — STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7/31/19 DATE
DATE

CITY OF OXNARD CALIFORNIA — DEVELOPMENT SERVICES DEPARTMENT
McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS
ACCEPTED BY: CITY ENGINEER — R.C.E. 46333 (EXP. 12-31-20) — 7.31.19 DATE
SCALE: HORIZ.: VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 3 OF 10
DRAWING NUMBER 18-06A

PLOT DATE:5/31/19 12:27 PM FILE NAME: D:\CLIENTSSTATION\DELANEENA\PROOT\PDATA\070151\CAD\LAND\BLK\CONSTRUCTION DOCUMENT\CITY\157-ST-403.DWG

SAVE DATE:5/31/19 DEBBIE TALAMA

CHANGE ORDER REQUEST

COR No. 260 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

B-Permit South Alley - Geo Grid

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Damar Construction Inc	36,604
	Subtotal:	36,604
Contractual Costs		
Fee		1,889
Subcontract Default Insurance		439
CCIP		463
Contractor Bond		281
	Subtotal:	3,072
	Total Change Order Request Amount:	**39,676**

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

Damar Construction, Inc.
4773 Ortega Street
Suite B
Ventura CA 93003
(805) 654-8438
License: 722632

Request for Change Order

RFCO#:24
C.O.#:TBD
Order Date: 02/07/2020

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 ☐

Specifications Attached ☐

Ordered By:

Customer Order:

Description of Work	Amount
Gut-Out & Stabilize Alley	36,604.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **36,604.00**

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	36,604.00
The new Contract Sum including this Change Order will be	813,672.59

Approved Date _____ Date _____

Contractor _____ Owner _____

McKinna Elementary
Gut-Out Stabilize Alley

Item	Qty.	Unit	Rate	Extension	15% Mark-up	Sub-Total
Ticket 10524 - 1/31/20						
Operator	32	Hours	$93.61	$2,995.52	$449.33	$3,444.85
Pickup	24	Hours	$29.60	$710.40	$106.56	$816.96
Utility Truck	8	Hours	$38.38	$307.04	$46.06	$353.10
321 Excavator	8	Hours	$115.86	$926.88	$139.03	$1,065.91
210 Skiploader	8	Hours	$38.81	$310.48	$46.57	$357.05
SD150D Roller	8	Hours	$121.84	$974.72	$146.21	$1,120.93
Super 10 Trucking	30.05	Hours	$95.00	$2,854.75	$428.21	$3,282.96
TX-160 Geogrid	1	LS	$6,820.87	$6,820.87	$1,023.13	$7,844.00
Move-in 321 Excavator	1	LS	$300.00	$300.00	$45.00	$345.00
Move-in SD150D Roller	1	LS	$195.00	$195.00	$29.25	$224.25
Move-out 321 Excavator	1	LS	$375.00	$375.00	$56.25	$431.25
Move-out SD150D Roller	1	LS	$325.00	$325.00	$48.75	$373.75
Ticket 10525 - 2/1/20						
Operator OT	24	Hours	$120.74	$2,897.76	$434.66	$3,332.42
Pickup	16	Hours	$29.60	$473.60	$71.04	$544.64
Utility Truck	8	Hours	$38.38	$307.04	$46.06	$353.10
210 Skiploader	8	Hours	$38.81	$310.48	$46.57	$357.05
SD150D Roller	8	Hours	$121.84	$974.72	$146.21	$1,120.93
Class II Base	1	LS	$3,944.73	$3,944.73	$591.71	$4,536.44
Ticket 8833 - 2/4/20						
Operator	16	Hours	$93.61	$1,497.76	$224.66	$1,722.42
Pickup	16	Hours	$29.60	$473.60	$71.04	$544.64
210 Skiploader	8	Hours	$38.81	$310.48	$46.57	$357.05
303 Excavator	8	Hours	$29.99	$239.92	$35.99	$275.91
Ticket 8834 - 2/5/20						
Operator	16	Hours	$93.61	$1,497.76	$224.66	$1,722.42
Pickup	8	Hours	$29.60	$236.80	$35.52	$272.32
Utility Truck	8	Hours	$38.38	$307.04	$46.06	$353.10

McKinna Elementary
Gut-Out Stabilize Alley

210 Skiploader	8	Hours	$38.81	$310.48	$46.57	$357.05
Super 10 Truck	6	Hours	$95.00	$570.00	$85.50	$655.50
Class II Base	1	LS	$382.07	$382.07	$57.31	$439.38
Total COR						**$36,604.39**

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*

Arvind Balaji

From: Arvind Balaji
Sent: Friday, January 31, 2020 2:04 PM
To: Mario Mera
Cc: Jaime Pace; Terry Root; Mitch Michaelis; Chris Daugherty; Scott Moors (scott.moors@nv5.com)
Subject: McKinna ES - South Alley

Importance: High

Hello Mario,

Bernards had a pre-con meeting with *Ambrocio Yoro, and Bobby Castaneda* (City Inspectors) on 01/27/2020. The City Inspectors would accept the recommendations provided by the Lab of Record (NV5) for the South Alley section, and that we are to proceed with those recommendations.

Thanks,
Arvind Balaji
Project Engineer | McKinna Elementary School | **BERNARDS**

Arvind Balaji

From: Yoro, Ambrocio <ambrocio.yoro@oxnard.org>
Sent: Monday, January 27, 2020 2:23 PM
To: Mitch Michaelis
Cc: Castaneda, Bobby; Jaime Pace; Terry Root; Arvind Balaji
Subject: Re: Mckinna Elementary School South Alley Work

External Mail Source

Yes, please proceed.
Thanks, JR

On Mon, Jan 27, 2020 at 1:57 PM Mitch Michaelis <MMichaelis@bernards.com> wrote:

> JR,
>
> We would like to move forward with the work in the south alley as discussed in today's pre construction meeting. Based on the R value of 20, in our project soils report, please confirm we can proceed with a 12" AC section (4" AC over 8" Base).
>
> **Mitch Michaelis**, LEED AP BD+C
>
> Assistant Superintendent | Mckinna Elementary School | **BERNARDS**
>
> **From:** Yoro, Ambrocio <ambrocio.yoro@oxnard.org>
> **Sent:** Monday, January 27, 2020 8:42 AM
> **To:** Mitch Michaelis <MMichaelis@bernards.com>
> **Subject:** Re: Mckinna ES South Alley Work
>
> **External Mail Source**
>
> Looks good.
>
> Thanks, JR
>
> On Fri, Jan 24, 2020 at 3:10 PM Mitch Michaelis <MMichaelis@bernards.com> wrote:
>
> > Team,

Please see the attached traffic control plan, and alley closure flyer.

Mitch Michaelis, LEED AP BD+C

Assistant Superintendent | Mckinna Elementary School | **BERNARDS**

--

Ambrocio Yoro Jr,

SENIOR CONSTRUCTION INSPECTOR

CITY OF OXNARD, DEVELOPMENT SERVICES

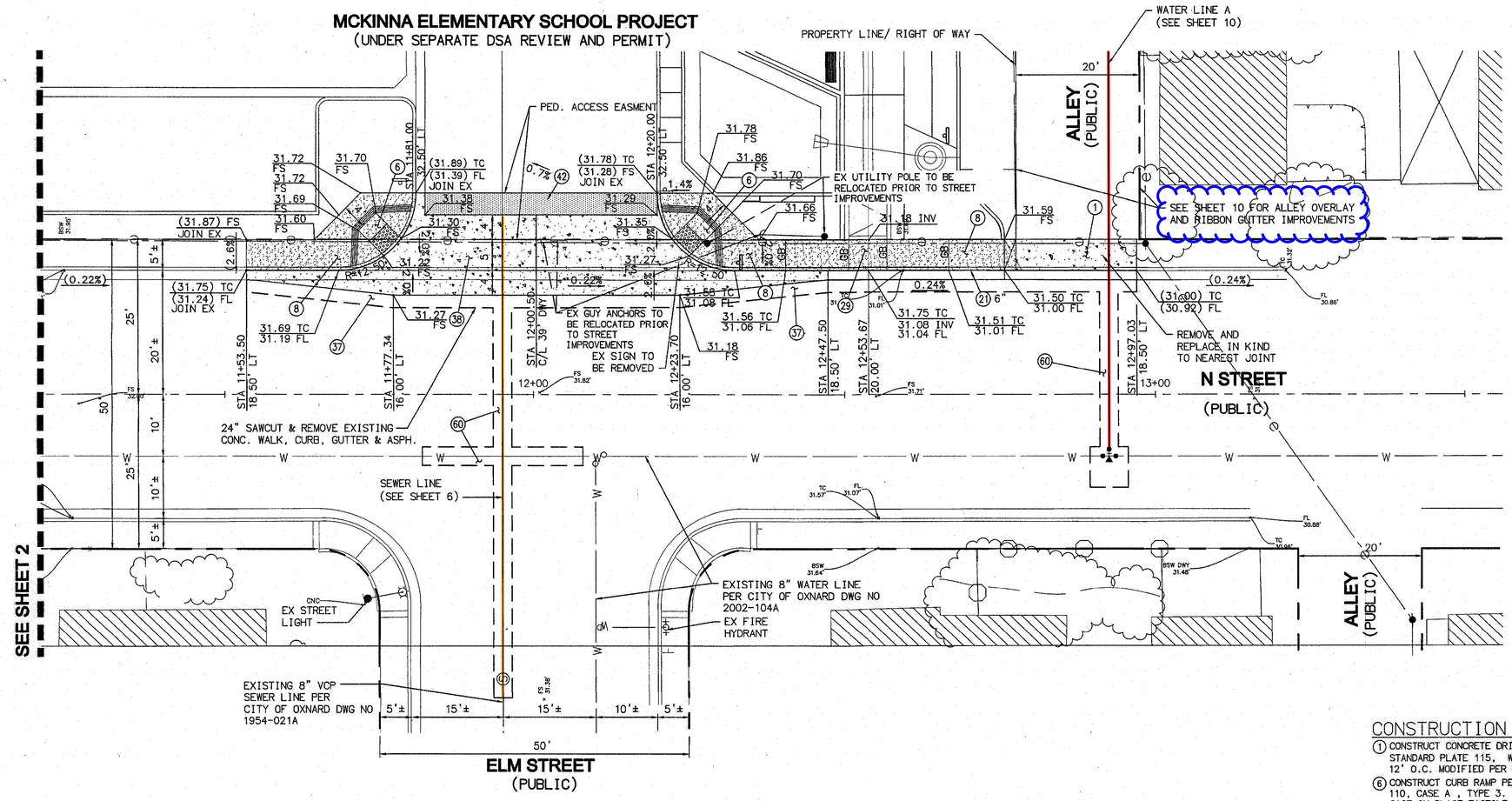
BUILDING & ENGINEERING

214 South C Street, Oxnard, CA 93030

805-797-3071 cell | 805-385-7854 fax | ambrocio.yoro@oxnard.org

--
Ambrocio Yoro Jr,
SENIOR CONSTRUCTION INSPECTOR
CITY OF OXNARD, DEVELOPMENT SERVICES
BUILDING & ENGINEERING
214 South C Street, Oxnard, CA 93030
805-797-3071 cell | 805-385-7854 fax | ambrocio.yoro@oxnard.org

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



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
6. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A , TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
8. CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
29. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
37. REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH,TACK COAT 0.10 GAL/SY SS-1H ALL VERTICAL SURFACES.
38. CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
42. CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35), FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
60. TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602

10 5 0 10 20 30
SCALE: 1"=10'

NP 18-02
HTE 17-5135

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD. SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.546.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES — RCE NO 72391 — EXP 6/30/20 — DATE 7/23/19

REGISTERED PROFESSIONAL ENGINEER — SCOTT DELANE UHLES — No C 72391 — CIVIL — STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: DATE 7/31/19
DATE

CITY OF OXNARD CALIFORNIA — DEVELOPMENT SERVICES DEPARTMENT

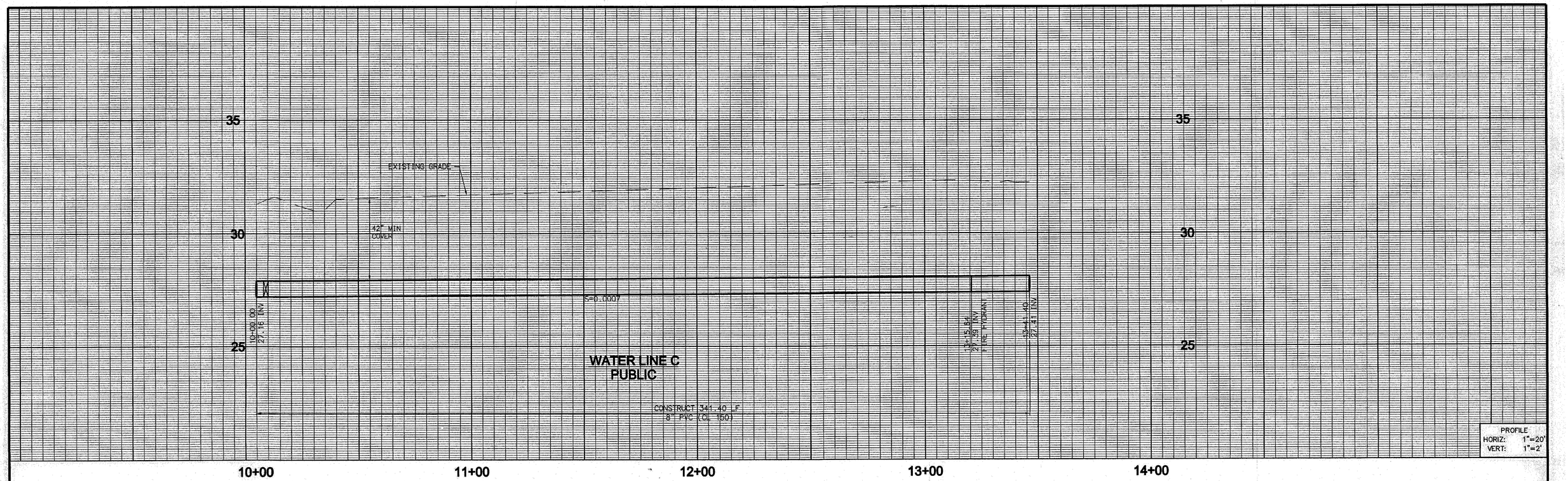
McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

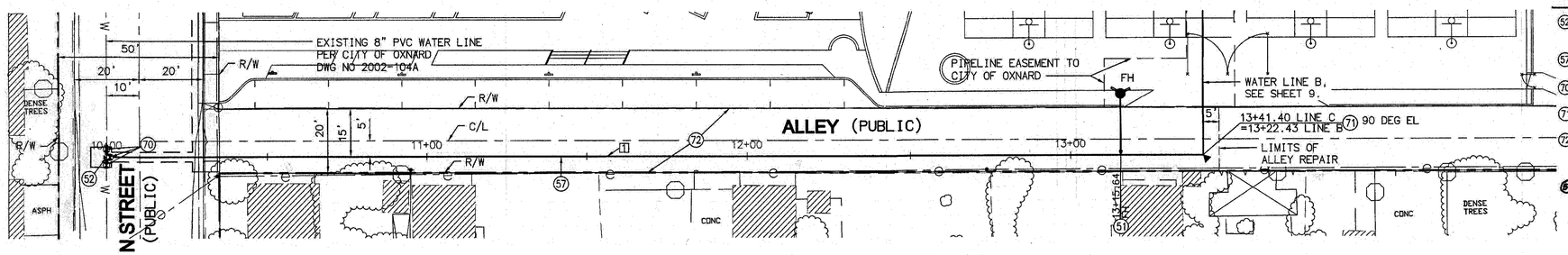
ACCEPTED BY: CITY ENGINEER — R.C.E. 46333 (EXP. 12-31-20) — DATE 7.31.19

SCALE: HORIZ.: VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 3 OF 10
DRAWING NUMBER 18-06A

PLOT DATE: 5/31/19 12:27 PM FILE NAME: D:\CLIENTSSTATION\DELANEENA\PROOT\PDATA\QT10157\CAD\LAND\BLK\CONSTRUCTION DOCUMENT\CITY\157-ST-403.DWG

SAVE DATE: 5/31/19 DEBBIE TALAMA





WATER LINE C
(PUBLIC)

CONSTRUCTION NOTES

~~(50) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300 AND 301, TYPE III PER CITY STD PLATE 23~~

(52) INSTALL CUT-IN TEE 8"X8"X8" ON EXISTING 8" PVC WATER MAIN. COORDINATE WATER MAIN SHUTDOWN WITH CITY OF OXNARD

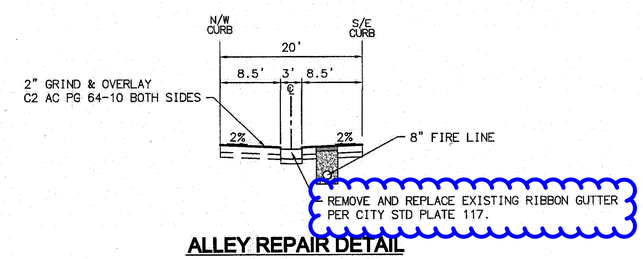
(57) CONSTRUCT 8" PVC (C900) DR18 FIRE PREVENTION WATER LINE, SET TOP OF PIPE 42" MINIMUM BELOW FINISH SURFACE.

(70) INSTALL 8" GATE VALVE AND VALVE BOX PER CITY OF OXNARD STD PLATE 303

(71) INSTALL FITTINGS (BENDS, TEES, CROSSES) AS SHOWN, WITH THRUST BLOCKING PER CITY OF OXNARD STD PLATE 320

(72) REPAIR EXISTING ALLEY: EXTENTS TO MATCH LENGTH OF WATER LINE TRENCH AND FULL WIDTH OF ALLEY. REPLACE EXISTING RIBBON GUTTER; MATCH EXISTING LINE AND GRADE. 2" GRIND AND OVERLAY

(51) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300, 301, AND PER CITY STANDARD PLATE 23. TYPE II R2. 4"x4"x2.5" JONES TRITON J-4060



ALLEY REPAIR DETAIL
NTS

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

LINE DATA TABLE		
Line #	Length	Direction
1	341.40'	N89°55'08"E

SCALE 1"=20'

20 10 0 20 40 60
SCALE: 1"=20'

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.

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.566.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20 7/23/19

REGISTERED PROFESSIONAL ENGINEER SCOTT DELANE UHLES No C 72391 CIVIL STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7-31-19 DATE
DATE

CITY OF OXNARD
DEVELOPMENT SERVICES DEPARTMENT
McKINNA ELEMENTARY SCHOOL
WATER LINE C
ACCEPTED BY: 7-31-19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE
SCALE: HORIZ.:
VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 10 OF 10
DRAWING NUMBER 18-06A

NP 18-02
HTE 17-5135

PLOT DATE: 6/2/19; 12:08 PM FILE NAME: D:\CLIENTS\MW\DELANE\MWROTY\PATA\01015\CAD\LAND\ALY\CONSTRUCTION DOCUMENT\CITY\15F-UIF-410.DWG

SAVE DATE: 5/24/19 DEBBIE TALAMA

465

DAMARO CONSTRUCTION INC.
4773 Ortega Street
Ventura, CA 93003
Phone: (805) 654-8438
Fax: (805) 654-8553

JOB WORK ORDER

W.O. No. 10524

Bill To Bernards

Address

City, State & Zip

Project & Location McKinna ES

Date 1-31-20

Telephone No.

Contact

Project No.

Work Description:

B permit
cut subgrade export excess

move in + out 321 excavator
~~skiploader~~ NO
Roller

Quantity		Unit Price	Extended
8	321 excavator		
8	skiploader		
8	Roller		
9	grade checker gang truck		
	Pickup Fabric H-D supply # 36424287		
	5 supertens dumptruck		
7 3/4	ILT # 116098		
~~7~~	~~116096~~ NO		
6.8	124955		
6.5	125010		
4.5	120831		
4.5	120340		

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.

Silveira Transport
3399 Minna Street
Oxnard, CA 93036 US
(805) 830-3081
Silveira.Transport@yahoo.com

Invoice

SILVEIRA Transport OXNARD CA

BILL TO
Damar Construction 4773 Ortega St. Ventura, CA 93003

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14232	01/30/2020	$560.00	01/30/2020	Due on receipt	

SALES REP
Danny

DESCRIPTION	QTY	RATE	AMOUNT
Cat 950 P/U-MWS wire D/L-Grand ave/Satasse	2	130.00	260.00
Cat 321 Excavator P/U-Ojai Valley Inn D/L-Mckinna	2	150.00	300.00

Thank you for using Silveira Transport! BALANCE DUE **$560.00**

Silveira Transport
3399 Minna Street
Oxnard, CA 93036 US
(805) 830-3081
Silveira.Transport@yahoo.com

Invoice

SILVEIRA Transport
OXNARD, CA

BILL TO
Damar Construction 4773 Ortega St. Ventura, CA 93003

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14234	02/03/2020	$525.00	02/03/2020	Due on receipt	

SALES REP
Danny Silveira

DESCRIPTION	QTY	RATE	AMOUNT
Cat 321 Excavator P/U-Mckinna D/L-Grand ave/Stassee	2.50	150.00	375.00
Volvo A35-Rock Truck P/U-Ojai Valley Inn D/L-Shell rd	1.00	150.00	150.00

Thank you for using Silveira Transport!

BALANCE DUE **$525.00**

Silveira Transport
3399 Minna Street
Oxnard, CA 93036 US
(805) 830-3081
Silveira.Transport@yahoo.com

Invoice

SILVEIRA Transport OXNARD CA

BILL TO
Damar Construction 4773 Ortega St. Ventura, CA 93003

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14233	01/31/2020	$325.00	01/31/2020	Due on receipt	

SALES REP
Danny Silveira

DESCRIPTION	QTY	RATE	AMOUNT
Cat 613-Motorscraper P/U-MWS wire D/L-Foundation	1.00	130.00	130.00
Ingersol Rand Smooth Roller P/U-Foundation D/L-Mckinna	1.50	130.00	195.00

Thank you for using Silveira Transport! BALANCE DUE **$325.00**

Silveira Transport
3399 Minna Street
Oxnard, CA 93036 US
(805) 830-3081
Silveira.Transport@yahoo.com

Invoice

SILVEIRA Transport
OXNARD, CA

BILL TO
Damar Construction 4773 Ortega St. Ventura, CA 93003

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
14236	02/03/2020	$325.00	02/03/2020	Due on receipt	

SALES REP
Danny Silveira

DESCRIPTION	QTY	RATE	AMOUNT
IR-SD150D P/U-McKinna D/L-OVS	2.50	130.00	325.00

Thank you for using Silveira Transport!

BALANCE DUE **$325.00**

HDSUPPLY
CONSTRUCTION & INDUSTRIAL
WHITE CAP

ON ACCOUNT

RECEIPT

36424287

007 - Ventura
6086 Nicolle St
Ventura, CA, 93003
(805) 644-2226

Sold To: 26102000
DAMAR CONSTRUCTION INC
4773 ORTEGA ST.
VENTURA, CA, 93003
805-654-8438

Ship To : ELM STREET ELEMENTARY SCHOOL,10002268398
450 E ELM STREET
OXNARD, CA, 93033
Job Site Contact:
Job Site Phone:
Map #:

Printed By : Jose A
Printed Date : 01/31/2020 03:09 PM PACIFIC
Ordered By: JOHN CODY
Contact Phone:

Order Number	Order Date	Request Date	Invoice Date	Salesperson
36424287	01/31/2020	01/31/2020		Collazo, M
Terms	**Shipping Method**	**Customer PO**		**Created By**
210THN11TH	5. Walk In	MCKENNA SCHOOL		Jose A

LN / BIN	Part# / H/M	Description / LOT/SN	Quantity ORD	SHP	BKO	UOM / Unit WT	Price / COO	Amount
1.1 1-YARD3	104TX1601312 VPN: TX160-475	13.12'X246' TENSAR TRIAX TX160	3	3	0	RL 159 LBS	$2,110.09	$6,330.27
2.1 1-C030112	13940184 VPN: 40184	LHSP 48" WOOD HANDLE UNION SHOVEL AMES	1	1	0	EA 4.5 LBS	$15.59	$15.59

Shipped amount	$6,345.86
Order charges	$0.00
Tax amount	$491.81
Order total	$6,837.67
Deposit/funds tendered	$0.00
Balance due	$6,837.67

6,330.27
7.75% 490.60
$6820.87

REPORT DISCREPANCIES WITHIN 24 HRS.
IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL BOB JACOBY (949) 794-5272
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE
SEE REVERSE SIDE FOR TERMS AND CONDITIONS
WWW.WHITECAP.COM

PRINT:_____ SIGN : _____

SHIPPED WEIGHT: 481.50 LBS PULLED BY:_____ CHECKED BY: _____ LOADED BY: _____

Download any needed Safety Data Sheets (SDS) online today at sds.hdsupply.com

555 SANDY CIRCLE • OXNARD, CA 93036-1071
(805) 485-6551 • (805) 278-7122 • Fax (805) 988-1874
PALMDALE BRANCH:
39007 15TH STREET EAST • PALMDALE, CA 93550
(661) 944-4155

TRI-COUNTY TRANSPORTATION

No. 120340

Date 12.31.20

M T W T (F) S SU

SH# 1720

TRUCK# 287 Tri-Co. TRL# CUSTOMER TRK#

TYPE OF EQUIPMENT: ☐ 10-WHEELER ☐ DBL BOTTOMS ☐ END DUMP ☒ SUPER 10 ☐ TRANSFER ☐ SEMI BOTTOM ☐ HI SIDE ☐ STRONG-ARM

UNDERLYING CARRIER: Fernando Castro

ADDRESS: CITY:

BODY CAPACITY: 60000 | NO. OF AXLES: 4 | COMMODITY TRANSPORTED: Dirt

CONSIGNOR: WHO OWNED MAT'L: Damar

CONSIGNEE: WHO REC'D MAT'L: DaMar

DEBTOR: WHO PAYS:

CUST JOB #: | TCT JOB #:

☒ HOURLY ☐ PER LOAD ☐ TONAGE ☐ TON MILE

POINT OF ORIGIN: WHERE MAT'L WAS LOADED: J.ST CITY: Oxnard

DESTINATION: WHERE MAT'L DELIVERED: Los Azeles CITY: Saticoy

	LOADING ARRIVE	LOADING DEPART	UNLOADING OR SBT ARRIVE	UNLOADING OR SBT DEPART	PROD. AREA OR PLANT	ZONE OR MILES	TICKET NO.	TONS	RATE	AMOUNT
1.	7	7 16	8 10	8 12						
2.	8 50	8 56	9 30	3 35						
3.	10 03	10 11	10 5	10 52						
4.										
5.										
6.										
7.										
8.										
9.										
10.										

REMARKS

DEBTOR AGREES TO PAY LEGAL FEES, COURT COST FOR COLLECTION OR DELINQUENT ACCOUNTS AND LEGAL RATE OF INTEREST FOR PAST DUE ACCOUNTS.

HOURLY CALCULATIONS

STARTING TIME	7	A.M. P.M.
TIME COMPLETED HOURLY SERVICE	11.30	A.M. P.M.
TOTAL TIME	4.5	HRS. MIN.
LESS MEAL & TRUCK DOWN TIME	Ø	HRS. MIN.
NET CHARGEABLE TIME	4.5	RATE

TOTAL TONS

SUBTOTAL $

DUMP FEES

MISC CHARGES

TOTAL CHARGES $

CUSTOMER / AGENT SIGNATURE

TIME:

CUSTOMER JOB #

DRIVER SIGNATURE: Fernando Castro

RECEIVED IN GOOD ORDER BY AUTHORIZED REPRESENTATIVE

DELIVERY (CONSIGNOR COPY)

555 SANDY CIRCLE • OXNARD, CA 93036-1071
(805) 485-6551 • (805) 278-7122 • Fax (805) 988-1874
PALMDALE BRANCH:
39007 15TH STREET EAST • PALMDALE, CA 93550
(661) 944-4155

TRI-COUNTY TRANSPORTATION

No. 120831

Date 1-31-20

M T W T (F) S SU

SH# 1722

TRUCK# 28 Tri-Co. TRL# CUSTOMER TRK#

TYPE OF EQUIPMENT: ☐ 10-WHEELER ☐ DBL BOTTOMS ☐ END DUMP ☑ SUPER 10 ☐ TRANSFER ☐ SEMI BOTTOM ☐ HI SIDE ☐ STRONG-ARM

UNDERLYING CARRIER: Jose Castro

ADDRESS: CITY:

BODY CAPACITY: 60,000 | NO. OF AXLES: 4 | COMMODITY TRANSPORTED: Dirt

CONSIGNOR: WHO OWNED MAT'L. Damax

CUST JOB # | TCT JOB #

CONSIGNEE: WHO REC'D MAT'L.

DEBTOR: WHO PAYS

☐ HOURLY ☐ PER LOAD ☐ TONAGE ☐ TON MILE

POINT OF ORIGIN: WHERE MAT'L. WAS LOADED N St & Elm St. CITY: Oxnard

DESTINATION: WHERE MAT'L. DELIVERED La Ave CITY: Saticoy

	LOADING ARRIVE	LOADING DEPART	UNLOADING OR SBT ARRIVE	UNLOADING OR SBT DEPART	PROD. AREA OR PLANT	ZONE OR MILES	TICKET NO.	TONS	RATE		AMOUNT	
1.	7:10											
2.	8:56											
3.	10:12											
4.												
5.												
6.												
7.												
8.												
9.												
10.												

REMARKS

DEBTOR AGREES TO PAY LEGAL FEES, COURT COST FOR COLLECTION OR DELINQUENT ACCOUNTS AND LEGAL RATE OF INTEREST FOR PAST DUE ACCOUNTS.

HOURLY CALCULATIONS

STARTING TIME	7:10	A.M. P.M.
TIME COMPLETED HOURLY SERVICE	11:40	A.M. P.M.
TOTAL TIME	4:30	HRS. MIN.
LESS MEAL & TRUCK DOWN TIME	0	HRS. MIN.
NET CHARGEABLE TIME	4.5	RATE

TOTAL TONS

SUBTOTAL $

DUMP FEES

MISC CHARGES

TOTAL CHARGES $

CUSTOMER / AGENT SIGNATURE

TIME:

CUSTOMER JOB #

DRIVER SIGNATURE Jose

RECEIVED IN GOOD ORDER BY AUTHORIZED REPRESENTATIVE

DELIVERY (CONSIGNOR COPY)

555 SANDY CIRCLE • OXNARD, CA 93036-1071
(805) 485-6551 • (805) 278-7122 • Fax (805) 988-1874
PALMDALE BRANCH:
39007 15TH STREET EAST • PALMDALE, CA 93550
(661) 944-4155

TRI-COUNTY TRANSPORTATION

No125010

Date 1/31/2[illegible]

M T W T (F) S SU

SH# 3582

TRUCK# C5 Tri-Co. TRL# CUSTOMER TRK#

TYPE OF EQUIPMENT: ☐ 10-WHEELER ☐ DBL BOTTOMS ☐ END DUMP ☑ SUPER 10 ☐ TRANSFER ☐ SEMI BOTTOM ☐ HI SIDE ☐ STRONG-ARM

UNDERLYING CARRIER: Castro Trucking

ADDRESS CITY

BODY CAPACITY | NO. OF AXLES | COMMODITY TRANSPORTED: Dirt

CONSIGNOR: WHO OWNED MAT'L: Donor

CUST JOB # | TCT JOB #

CONSIGNEE: WHO REC'D MAT'L

DEBTOR: WHO PAYS: Donor

☒ HOURLY ☐ PER LOAD ☐ TONAGE ☐ TON MILE

POINT OF ORIGIN: WHERE MAT'L WAS LOADED: McKenna School CITY: Oxnard

DESTINATION: WHERE MAT'L DELIVERED CITY:

	LOADING ARRIVE	LOADING DEPART	UNLOADING OR SBT ARRIVE	UNLOADING OR SBT DEPART	PROD. AREA OR PLANT	ZONE OR MILES	TICKET NO.	TONS	RATE		AMOUNT	
1.	7:10											
2.	8:35											
3.	9:46											
4.	11:00											
5.	12:14											
6.												
7.												
8.												
9.												
10.												

5 Loads

REMARKS

DEBTOR AGREES TO PAY LEGAL FEES, COURT COST FOR COLLECTION OR DELINQUENT ACCOUNTS AND LEGAL RATE OF INTEREST FOR PAST DUE ACCOUNTS.

HOURLY CALCULATIONS

STARTING TIME	7:10	~~A.M.~~ P.M.
TIME COMPLETED HOURLY SERVICE	1:40	A.M. ~~P.M.~~
TOTAL TIME	6.5	HRS. MIN.
LESS MEAL & TRUCK DOWN TIME	0	HRS. MIN.
NET CHARGEABLE TIME	6.5	RATE

TOTAL TONS

SUBTOTAL $

DUMP FEES

MISC CHARGES

TOTAL CHARGES $

CUSTOMER / AGENT SIGNATURE

TIME:

CUSTOMER JOB #

DRIVER SIGNATURE

Castro

RECEIVED IN GOOD ORDER BY AUTHORIZED REPRESENTATIVE

DELIVERY (CONSIGNOR COPY)

555 SANDY CIRCLE • OXNARD, CA 93036-1071
(805) 485-6551 • (805) 278-7122 • Fax (805) 988-1874
PALMDALE BRANCH:
39007 15TH STREET EAST • PALMDALE, CA 93550
(661) 944-4155

TRI-COUNTY TRANSPORTATION

No. 124955

Date 1-31-20

SH# 1721

M T W T F S SU

TRUCK# C56 Tri-Co. TRL# CUSTOMER TRK#

TYPE OF EQUIPMENT: ☐ 10-WHEELER ☐ DBL BOTTOMS ☐ END DUMP ☑ SUPER 10 ☐ TRANSFER ☐ SEMI BOTTOM ☐ HI SIDE ☐ STRONG-ARM

UNDERLYING CARRIER: Castro Squier

ADDRESS CITY

BODY CAPACITY: 16 | NO. OF AXLES: 4 | COMMODITY TRANSPORTED: DIRT

CONSIGNOR: WHO OWNED MAT'L. DAMAR

CUST JOB # TCT JOB #

CONSIGNEE: WHO REC'D MAT'L.

DEBTOR: WHO PAYS

☒ HOURLY ☐ PER LOAD ☐ TONAGE ☐ TON MILE

POINT OF ORIGIN: WHERE MAT'L WAS LOADED N - 5t CITY: OXNARD

DESTINATION: WHERE MAT'L DELIVERED L.A. Ave CITY: Sylmar

	LOADING ARRIVE	LOADING DEPART	UNLOADING OR SBT ARRIVE	UNLOADING OR SBT DEPART	PROD. AREA OR PLANT	ZONE OR MILES	TICKET NO.	TONS	RATE		AMOUNT	
1.	7:04											
2.	8:44											
3.	10:04											
4.	11:15											
5.	12:36											
6.												
7.												
8.												
9.												
10.												

REMARKS

DEBTOR AGREES TO PAY LEGAL FEES, COURT COST FOR COLLECTION OR DELINQUENT ACCOUNTS AND LEGAL RATE OF INTEREST FOR PAST DUE ACCOUNTS.

HOURLY CALCULATIONS

STARTING TIME	7:04	A.M. / P.M.
TIME COMPLETED HOURLY SERVICE	1:45	A.M. / P.M.
TOTAL TIME	6.8	HRS. / MIN.
LESS MEAL & TRUCK DOWN TIME		HRS. / MIN.
NET CHARGEABLE TIME	6.8	RATE

TOTAL TONS

SUBTOTAL $

DUMP FEES

MISC CHARGES

TOTAL CHARGES $

CUSTOMER / AGENT SIGNATURE

TIME:

CUSTOMER JOB #

DRIVER SIGNATURE Javier

RECEIVED IN GOOD ORDER BY AUTHORIZED REPRESENTATIVE

DELIVERY (CONSIGNOR COPY)

555 SANDY CIRCLE • OXNARD, CA 93036-1071
(805) 485-6551 • (805) 278-7122 • Fax (805) 988-1874
PALMDALE BRANCH:
39007 15TH STREET EAST • PALMDALE, CA 93550
(661) 944-4155

TRI-COUNTY TRANSPORTATION

No 116098

Date 1/31/20

M T W T F S SU

SH# 3507

TRUCK# 12 Tri-Co. TRL# CUSTOMER TRK#

TYPE OF EQUIPMENT: ☐ 10-WHEELER ☐ DBL BOTTOMS ☐ END DUMP ☑ SUPER 10 ☐ TRANSFER ☐ SEMI BOTTOM ☐ HI SIDE ☐ STRONG-ARM

UNDERLYING CARRIER: E-TRANS

ADDRESS CITY

BODY CAPACITY: 16 | NO. OF AXLES: 4 | COMMODITY TRANSPORTED: DIRT

CONSIGNOR: WHO OWNED MAT'L. DAMAR CONST.

CUST JOB # TCT JOB #

CONSIGNEE: WHO REC'D MAT'L.

DEBTOR: WHO PAYS

☑ HOURLY ☐ PER LOAD ☐ TONAGE ☐ TON MILE

POINT OF ORIGIN: WHERE MAT'L WAS LOADED 1611 J ST OXNARD CITY:

DESTINATION: WHERE MAT'L DELIVERED 2021 LA AVE SOMS CITY:

	LOADING ARRIVE	LOADING DEPART	UNLOADING OR SBT ARRIVE	UNLOADING OR SBT DEPART	PROD. AREA OR PLANT	ZONE OR MILES	TICKET NO.	TONS	RATE		AMOUNT	
1.				DIRT								
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												

REMARKS

DEBTOR AGREES TO PAY LEGAL FEES, COURT COST FOR COLLECTION OR DELINQUENT ACCOUNTS AND LEGAL RATE OF INTEREST FOR PAST DUE ACCOUNTS.

HOURLY CALCULATIONS

STARTING TIME	7:00	A.M. / P.M.
TIME COMPLETED HOURLY SERVICE	2:45	A.M. / P.M.
TOTAL TIME	7 3/4	HRS. / MIN.
LESS MEAL & TRUCK DOWN TIME	0	HRS. / MIN.
NET CHARGEABLE TIME	7 3/4	RATE

TOTAL TONS

SUBTOTAL $

DUMP FEES

MISC CHARGES

TOTAL CHARGES $

CUSTOMER / AGENT SIGNATURE

TIME:

CUSTOMER JOB #

DRIVER SIGNATURE

RECEIVED IN GOOD ORDER BY AUTHORIZED REPRESENTATIVE

DELIVERY (CONSIGNOR COPY)

DAMAR CONSTRUCTION INC.
4773 Ortega Street
Ventura, CA 93003
Phone: (805) 654-8438
Fax: (805) 654-8553

JOB WORK ORDER

W.O. No. 10525

Bill To: Bernards

Date: 2-1-20

Address:

Telephone No.:

City, State & Zip: McKinnaes

Contact:

Project & Location:

Project No.:

Work Description:

place fabric on subgrade, spread base compact

SATURDAY
TIME & A HALF

Quantity		Unit Price	Extended
8	skiploader		
8	grade checker truck		
	fabric whitecap 3 Rolles		
8	roller IR		
256.42	class II Base state ready		

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.

STATE READY MIX INC.

REMIT TO:
11011 Azahar St. Suite 1
Saticoy, CA 93004
(805) 672-0200
Fax: (805) 647-6970

****** INVOICE ******

PLANT 1 LOCATION:
3127 W. Los Angeles Ave
Oxnard, CA 93030

Invoice	570638
Date	2/1/2020
Page	1

Bill To:
Damar Construction, Inc.
4773 Ortega St.
Ventura CA 93003

Ship To:
1611 S J STREET
HILL ST
OXNARD

Purchase Order No.	Customer ID	Project Code	Payment Terms	Ship Date
1611 S J ST	DAMARCO		Net 30	2/1/2020

Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax
193638	26.09 Tons	SRM225C	CLASS II BASE	$9.50	$247.86	Y
	1.00 Each	DELIVERY	D/ CHARGE	$130.45	$130.45	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193641	25.23 Tons	SRM225C	CLASS II BASE	$9.50	$239.69	Y
	1.00 Each	DELIVERY	D/ CHARGE	$126.15	$126.15	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193642	26.10 Tons	SRM225C	CLASS II BASE	$9.50	$247.95	Y
	1.00 Each	DELIVERY	D/ CHARGE	$130.50	$130.50	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193645	25.21 Tons	SRM225C	CLASS II BASE	$9.50	$239.50	Y
	1.00 Each	DELIVERY	D/ CHARGE	$126.05	$126.05	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193646	26.04 Tons	SRM225C	CLASS II BASE	$9.50	$247.38	Y
	1.00 Each	DELIVERY	D/ CHARGE	$130.20	$130.20	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193647	25.22 Tons	SRM225C	CLASS II BASE	$9.50	$239.59	Y
	1.00 Each	DELIVERY	D/ CHARGE	$126.10	$126.10	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193648	26.06 Tons	SRM225C	CLASS II BASE	$9.50	$247.57	Y
	1.00 Each	DELIVERY	D/ CHARGE	$130.30	$130.30	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193652	25.20 Tons	SRM225C	CLASS II BASE	$9.50	$239.40	Y
	1.00 Each	DELIVERY	D/ CHARGE	$126.00	$126.00	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193654	26.09 Tons	SRM225C	CLASS II BASE	$9.50	$247.86	Y
	1.00 Each	DELIVERY	D/ CHARGE	$130.45	$130.45	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N
193659	25.18 Tons	SRM225C	CLASS II BASE	$9.50	$239.21	Y
	1.00 Each	DELIVERY	D/ CHARGE	$125.90	$125.90	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N

CONTINUED...

STATE READY MIX INC.

REMIT TO:
11011 Azahar St. Suite 1
Saticoy, CA 93004
(805) 672-0200
Fax: (805) 647-6970

****** INVOICE ******

PLANT 1 LOCATION:
3127 W. Los Angeles Ave
Oxnard, CA 93030

Invoice	570638
Date	2/1/2020
Page	2

Bill To:

Damar Construction, Inc.
4773 Ortega St.

Ventura CA 93003

Ship To:

1611 S J STREET
HILL ST
OXNARD

Purchase Order No.	Customer ID	Project Code	Payment Terms	Ship Date
1611 S J ST	DAMARCO		Net 30	2/1/2020

Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax

Total Quantity: 256.42

Sub Total	$ 3,768.11
Tax	$ 176.62
Total	$ 3,944.73

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193659

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☐ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)."

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

02/01/2020
12:20

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
STATE READY MIX, I	241	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		256.42

TARE P.T 14.77 TN
GROSS WT. 39.95 TN
NET WT. 25.18TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193654

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☒ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b).

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ x. x

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	****HAUL RATE**	**MAP PAGE**
5	5.00	552 F1
MATERIAL ZONE	**TYPE OF MATERIAL/COMMODITY OR MIX**	
SRM225C	CLASS II BASE	
CARRIER NAME	**TRUCK NO.**	**TRUCK LICENSE NO.**
Pajaro Trucking	142	
ARRIVE JOB	**LEAVE JOB**	**TIME ON JOB**
TIME ALLOWED	**EXCESS TIME**	**STANDBY CHARGES**

****MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.**

TOTAL TONS 231.24

02/01/2020
11:47

TARE P.T 13.90 TN
GROSS WT. 39.99 TN
NET WT. 26.09TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193652

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☑ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ x, x

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
STATE READY MIX, I	241	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

TOTAL TONS 205.15

02/01/2020
11:15

TARE P.T 14.77 TN
GROSS WT. 39.97 TN
NET WT. 25.20TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193648

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☐ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)."

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ x, x

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P. O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
Pajaro Trucking	142	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		179.95

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

02/01/2020
10:28

TARE P.T 13.90 TN
GROSS WT. 39.96 TN
NET WT. 26.06TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

WEIGHMASTER CERTIFICATE

Fax (805) 647-3759

TICKET NO. 193647

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

DRIVER ON TRUCK ☑ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)"

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ x, x

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
STATE READY MIX, I	241	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		153.89

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

02/01/2020
10:03

TARE P.T 14.77 TN

GROSS WT. 39.99 TN

NET WT. 25.22TN

EN/FEE

MATERIAL

DELIVERY

SUB TOTAL

TAX

TICKET TTL

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193646

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☑ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)."

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ X. X

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P. O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
Pajaro Trucking	142	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		128.67

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

02/01/2020
09:15

TARE P.T 13.90 TN

GROSS WT. 39.94 TN

NET WT. 26.04TN

EN/FEE

MATERIAL

DELIVERY

SUB TOTAL

TAX

TICKET TTL

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193645

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☑ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a & b)"

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD
JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

02/01/2020
08:57

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
STATE READY MIX, I	241	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		102.63

TARE P.T 14.77 TN
GROSS WT. 39.98 TN
NET WT. 25.21TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193642

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☐ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in tight weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12727 (a & b).

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ x. x

CUSTOMER NAME AND JOB LOCATION
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD
JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS

02/01/2020
08:15

ORDER NO.	CUSTOMER NO.	P. O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
Pajaro Trucking	142	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		77.42

TARE P.T 13.90 TN
GROSS WT. 40.00 TN
NET WT. 26.10TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193641

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☑ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)."

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
STATE READY MIX, I	241	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		51.32

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

02/01/2020
07:48

TARE P.T 14.77 TN

GROSS WT. 40.00 TN

NET WT. 25.23TN

EN/FEE

MATERIAL

DELIVERY

SUB TOTAL

TAX

TICKET TTL

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

(805) 647-2568

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 193638

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
*	*

WARNING

The aggregrates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans, and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☒ YES ☐ NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____ x, x

CUSTOMER NAME AND JOB LOCATION:
Damar Construction, Inc.
1611 S J STREET
HILL ST
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

REMARKS:

ORDER NO.	CUSTOMER NO.	P. O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 F1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
Pajaro Trucking	142	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
		TOTAL TONS
		26.09

**MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.

02/01/2020
07:05

TARE P.T 13.90 TN
GROSS WT. 39.99 TN
NET WT. 26.09TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

DAMAR CONSTRUCTION INC.
4773 Ortega Street
Ventura, CA 93003
Phone: (805) 654-8438
Fax: (805) 654-8553

JOB WORK ORDER

W.O. No. 8833

Bill To: BERNARDS

Date: 2/4/20

Address:

Telephone No.:

City, State & Zip:

Contact:

Project & Location: McKinn E.S.

Project No.: 18038

Work Description:

SOUTH PARKING DRIVEWAY
CUT ADDITIONAL 4" / PLACE GEOGRID / PLACE BASE
210 & 303 SHRS EACH

STOCKPILE MATERIAL TO BE HAULED OFF LATER

WORK PER NVS MEMO

Quantity		Unit Price	Extended
8	210 SMP		
8	303 EXC		

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.

DAMARO CONSTRUCTION INC.
4773 Ortega Street
Ventura, CA 93003
Phone: (805) 654-8438
Fax: (805) 654-8553

JOB WORK ORDER

W.O. No. 8834

Bill To: BERNARDS

Date: 2/5/20

Address:

Telephone No.:

City, State & Zip:

Contact:

Project & Location: McKinna E.S.

Project No.: 18038

Work Description:

NORTH DRIVEWAY CUT OUT 4" / PLACE GEOGRID & BASE
STOCKPILE MATERIAL TO BE HAULED OFF LATER
GC
210 & ~~[illegible]~~ 8 HRS EACH
1 LOAD BASE FROM STATE READY MIX
1 SUPER 10

Quantity		Unit Price	Extended
8	210 SKIP		
8	GC ~~[illegible]~~ GANG TRUCK		
1	LOAD BASE		
6	SUPER 10 TRUCK		

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.

555 SANDY CIRCLE • OXNARD, CA 93036-1071
(805) 485-6551 • (805) 278-7122 • Fax (805) 988-1874
PALMDALE BRANCH:
39007 15TH STREET EAST • PALMDALE, CA 93550
(661) 944-4155

TRI-COUNTY TRANSPORTATION

No. 108842

Date 2-5-20

SH# 3625

M T (W) T F S SU

TRUCK# 777 Tri-Co. TRL# VULCAN TRK#

TYPE OF EQUIPMENT ☐ 10-WHEELER ☐ DBL BOTTOMS ☐ END DUMP ☒ SUPER 10 ☐ TRANSFER ☐ SEMI BOTTOM ☐ HI SIDE ☐ STRONG-ARM

UNDERLYING CARRIER JC Construction - Troy Scott

ADDRESS 1755 Pancho Rd CITY Camarillo, CA 93012

BODY CAPACITY 60K | NO. OF AXLES 4 | COMMODITY TRANSPORTED DIRT

CONSIGNOR: WHO OWNED MAT'L.

CUST JOB # | **TCT JOB #**

CONSIGNEE: WHO REC'D MAT'L.

DEBTOR: WHO PAYS

☒ HOURLY ☐ PER LOAD ☐ TONAGE ☐ TON MILE

POINT OF ORIGIN: WHERE MAT'L. WAS LOADED Oxnard McKenna School - Damar CITY: Oxnard

DESTINATION: WHERE MAT'L. DELIVERED Wells Rd & Los Angeles Ave 2080 CITY: Saticoy

	LOADING ARRIVE	LOADING DEPART	UNLOADING OR SBT ARRIVE	UNLOADING OR SBT DEPART	PROD. AREA OR PLANT	TICKET NO.	TONS	ZONE OR MILES	RATE		AMOUNT	
1.	9:45	10:15	10:45	10:55								
2.	[illegible]	11:45	12:15	12:25								
3.	12:50	1:10	1:40	1:50								
4.	2:15	2:45	3:15	3:45								
5.												
6.												
7.												
8.												
9.												
10.												

REMARKS Contract - #52-2753
John.

DEBTOR AGREES TO PAY LEGAL FEES, COURT COSTS FOR COLLECTION OR DELINQUENT ACCOUNTS AND LEGAL RATE OF INTEREST FOR PAST DUE ACCOUNTS.

BY

CUSTOMER JOB #

RECEIVED IN GOOD ORDER BY AUTHORIZED REPRESENTATIVE

HOURLY CALCULATIONS

STARTING TIME	9:45	A.M. (P.M.)
TIME COMPLETED HOURLY SERVICE	3:45	A.M. (P.M.)
TOTAL TIME	6 hrs	HRS. MIN.
MEAL & TRUCK DOWN TIME		HRS. MIN.
NET CHARGEABLE TIME		RATE

DRIVER SIGNATURE

TOTAL

HOURLY FREIGHT BILLS MUST BE FILLED OUT COMPLETELY WITH STARTING AND ENDING TIMES.

TOTAL CHARGES $

DELIVERY (CONSIGNOR COPY)

STATE READY MIX INC.

REMIT TO:
11011 Azahar St. Suite 1
Saticoy, CA 93004
(805) 672-0200
Fax: (805) 647-6970

**** INVOICE ****

PLANT 1 LOCATION:
3127 W. Los Angeles Ave
Oxnard, CA 93030

Invoice	570776
Date	2/5/2020
Page	1

Bill To:

Damar Construction, Inc.
4773 Ortega St.

Ventura CA 93003

Ship To:

1611 S J STREET
HILL ST
OXNARD

Purchase Order No.	Customer ID	Project Code	Payment Terms	Ship Date
1611 S J ST	DAMARCO		Net 30	2/5/2020

Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax
193820	24.74 Tons	SRM225C	CLASS II BASE	$9.50	$235.03	Y
	1.00 Each	DELIVERY	D/ CHARGE	$125.00	$125.00	N
	1.00 Each	EN 5	EN FEE	$5.00	$5.00	N

Total Quantity: 24.74

Sub Total	$	365.03
Tax	$	17.04
Total	$	382.07

STATE READY MIX RECYCLING, INC.

Plant Location:
3127 W. Los Angeles Avenue
Oxnard, CA 93030

(805) 647-2568

Mailing:
11011 Azahar Street, Suite 1
Ventura, CA 93004

Fax (805) 647-3759

WEIGHMASTER CERTIFICATE

TICKET NO. 93820

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

X _____

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A $25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at $1.50 per minute.

*** I, the below signed, declare and understand that I am solely responsible to stay within the manufacture's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibilty for proper load limits and properly securing of this load.**

RECEIVED BY:	CARRIER SIGNATURE:
Omar Soler *	*

WARNING

The aggregates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK ☒ YES ☐ NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section12722 (a & b)."

WEIGHED AT: 3127 W. LOS ANGELES AVENUE OXNARD, CA 93030

WEIGHMASTER: STATE READY MIX RECYCLING

X _____

CUSTOMER NAME AND JOB LOCATION:

Damar Construction, Inc.
1611 B J STREET
HILL ST
ARKS
OXNARD

JASON: 805-654-8438
MIKE: 805-256-4210

ORDER NO.	CUSTOMER NO.	P.O. #/JOB NO.
2	DAMARCO	1611
DELIVERY ZONE	**HAUL RATE	MAP PAGE
5	5.00	552 E1
MATERIAL ZONE	TYPE OF MATERIAL/COMMODITY OR MIX	
SRM225C	CLASS II BASE	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
Pajaro Trucking	140	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
INIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.		TOTAL TONS
		24.74

02/05/2020
11:50

TARE P.T 15.25 TN
GROSS WT. 39.99 TN
NET WT. 24.74TN
EN/FEE
MATERIAL
DELIVERY
SUB TOTAL
TAX
TICKET TTL
GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - CUSTOMER PINK - HAULER GOLDENROD - FILE

CHANGE ORDER REQUEST

COR No. 266 R0

Project: McKinna Elementary School Reconstruction

Date: 4/13/2020

DESCRIPTION OF WORK

B-Permit South Alley A/C removal

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Standard Demolition, Inc	7,355
	Subtotal:	7,355
Contractual Costs		
Fee		380
Subcontract Default Insurance		88
CCIP		93
Contractor Bond		57
	Subtotal:	618
	Total Change Order Request Amount:	**7,973**

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

Demolition Contractors:
1905 Lirio Ave
Saticoy, CA 93004
www.standard1.com

To: Jaime Pace
Bernards
555 First St.
San Fernando, CA 91340

Phone: 818-898-1521 office
310-909-9763 cell
818-361-9208 fax
E-mail: jpace@bernards.com

Subject: South Alley swale removal/revisions

Date: 9/13/2019, 1/23/2020

Sawcut and remove 340' x 3' x maximum 7" thick concrete swale. Asphalt to remain. Includes disposal (9/13/2019)

Price.....$4,200

Add to remove 340' x 20' x max 4" thick asphalt alley way (1/23/2020) $7,355

Separate mobilization
Prevailing wages

Does not include

Grading
Moving or reinstalling temporary fence
Delineators, signage, pedestrian or traffic control

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140

BERNARDS
BUILDERS • MANAGEMENT SERVICES

HOURLY LABOR COST RATES

Sub/Contractor: Standard Industries, Inc. **Trade:** Operating Engineer
Date: **Classification:** Group 8
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** ☐ **Non Union:** ☐

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 48.19	$ 72.29	$ 96.38
Vacation & Holiday Accrual	$ 3.55	$ 4.84	$ 4.84
Hourly Taxable Wage Costs Subtotal	**$ 51.74**	**$ 77.13**	**$ 101.22**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.99	$ 4.48	$ 5.98
Medicare	$ 0.70	$ 1.05	$ 1.40
FUI	$ 0.06	$ 0.09	$ 0.12
SUI	$ 0.42	$ 0.64	$ 0.85
Workers Compensation Insurance	$ 10.19	$ 10.19	$ 10.19
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 14.36**	**$ 16.44**	**$ 18.52**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 11.45	$ 11.45	$ 11.45
Pension & Retirement (or equivalent)	$ 9.65	$ 9.65	$ 9.65
Training & other (or equivalent)	$ 1.39	$ 1.39	$ 1.39
Hourly Benefits Subtotal	**$ 22.49**	**$ 22.49**	**$ 22.49**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 88.59**	**$ 116.06**	**$ 142.23**

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: Standard Industries, Inc. **Trade:** Labor
Date: **Classification:** Group 1
Project: McKinna Elementary School Reconstruction
Rate Effective Through: June 30, 2019 **Union :** ☐ **Non Union:** ☐

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	$ 34.24	$ 51.36	$ 68.48
Vacation & Holiday Accrual	$ 4.84	$ 4.84	$ 4.84
Hourly Taxable Wage Costs Subtotal	**$ 39.08**	**$ 56.20**	**$ 73.32**
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	$ 2.12	$ 3.18	$ 4.25
Medicare	$ 0.50	$ 0.74	$ 0.99
FUI	$ 0.04	$ 0.06	$ 0.08
SUI	$ 0.30	$ 0.45	$ 0.60
Workers Compensation Insurance	$ 7.24	$ 7.24	$ 7.24
General Liability Insurance (If Applicable)	$ -	$ -	$ -
Hourly Payroll Tax & Insurance Subtotal	**$ 10.20**	**$ 11.68**	**$ 13.16**
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	$ 7.32	$ 7.32	$ 7.32
Pension & Retirement (or equivalent)	$ 7.78	$ 7.78	$ 7.78
Training & other (or equivalent)	$ 1.55	$ 1.55	$ 1.55
Hourly Benefits Subtotal	**$ 16.65**	**$ 16.65**	**$ 16.65**
TOTAL HOURLY LABOR COST RATE (A+B+C)	**$ 65.93**	**$ 84.53**	**$ 103.13**

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*

Arvind Balaji

From: Arvind Balaji
Sent: Friday, January 31, 2020 2:04 PM
To: Mario Mera
Cc: Jaime Pace; Terry Root; Mitch Michaelis; Chris Daugherty; Scott Moors (scott.moors@nv5.com)
Subject: McKinna ES - South Alley

Importance: High

Hello Mario,

Bernards had a pre-con meeting with *Ambrocio Yoro, and Bobby Castaneda* (City Inspectors) on 01/27/2020. The City Inspectors would accept the recommendations provided by the Lab of Record (NV5) for the South Alley section, and that we are to proceed with those recommendations.

Thanks,
Arvind Balaji
Project Engineer | McKinna Elementary School | **BERNARDS**

Arvind Balaji

From: Yoro, Ambrocio <ambrocio.yoro@oxnard.org>
Sent: Monday, January 27, 2020 2:23 PM
To: Mitch Michaelis
Cc: Castaneda, Bobby; Jaime Pace; Terry Root; Arvind Balaji
Subject: Re: Mckinna Elementary School South Alley Work

External Mail Source

Yes, please proceed.
Thanks, JR

On Mon, Jan 27, 2020 at 1:57 PM Mitch Michaelis <MMichaelis@bernards.com> wrote:

> JR,
>
> We would like to move forward with the work in the south alley as discussed in today's pre construction meeting. Based on the R value of 20, in our project soils report, please confirm we can proceed with a 12" AC section (4" AC over 8" Base).
>
> **Mitch Michaelis**, LEED AP BD+C
>
> Assistant Superintendent | Mckinna Elementary School | **BERNARDS**
>
> **From:** Yoro, Ambrocio <ambrocio.yoro@oxnard.org>
> **Sent:** Monday, January 27, 2020 8:42 AM
> **To:** Mitch Michaelis <MMichaelis@bernards.com>
> **Subject:** Re: Mckinna ES South Alley Work
>
> **External Mail Source**
>
> Looks good.
>
> Thanks, JR
>
> On Fri, Jan 24, 2020 at 3:10 PM Mitch Michaelis <MMichaelis@bernards.com> wrote:
>
> > Team,

Please see the attached traffic control plan, and alley closure flyer.

Mitch Michaelis, LEED AP BD+C

Assistant Superintendent | Mckinna Elementary School | **BERNARDS**

--

Ambrocio Yoro Jr,

SENIOR CONSTRUCTION INSPECTOR

CITY OF OXNARD, DEVELOPMENT SERVICES

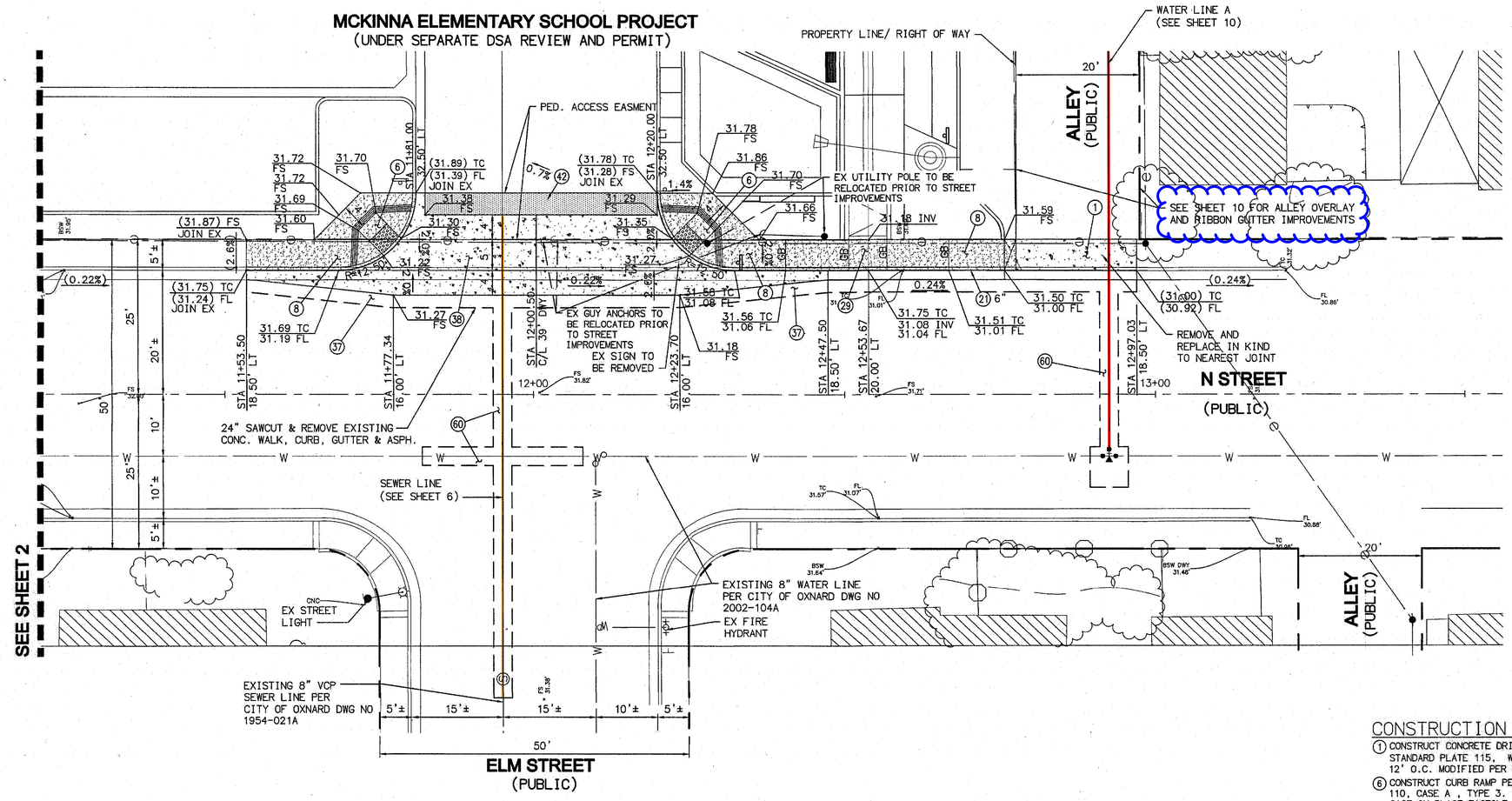
BUILDING & ENGINEERING

214 South C Street, Oxnard, CA 93030

805-797-3071 cell | 805-385-7854 fax | ambrocio.yoro@oxnard.org

--
Ambrocio Yoro Jr,
SENIOR CONSTRUCTION INSPECTOR
CITY OF OXNARD, DEVELOPMENT SERVICES
BUILDING & ENGINEERING
214 South C Street, Oxnard, CA 93030
805-797-3071 cell | 805-385-7854 fax | ambrocio.yoro@oxnard.org

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



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
6. CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A , TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
8. CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
21. CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
29. CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
37. REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH,TACK COAT 0.10 GAL/SY SS-1H ALL VERTICAL SURFACES.
38. CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
42. CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35), FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
60. TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602

10 5 0 10 20 30
SCALE: 1"=10'

NP 18-02
HTE 17-5135

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD. SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.546.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES — RCE NO 72391 — EXP 6/30/20 — 7/23/19

REGISTERED PROFESSIONAL ENGINEER — SCOTT DELANE UHLES — No C 72391 — CIVIL — STATE OF CALIFORNIA

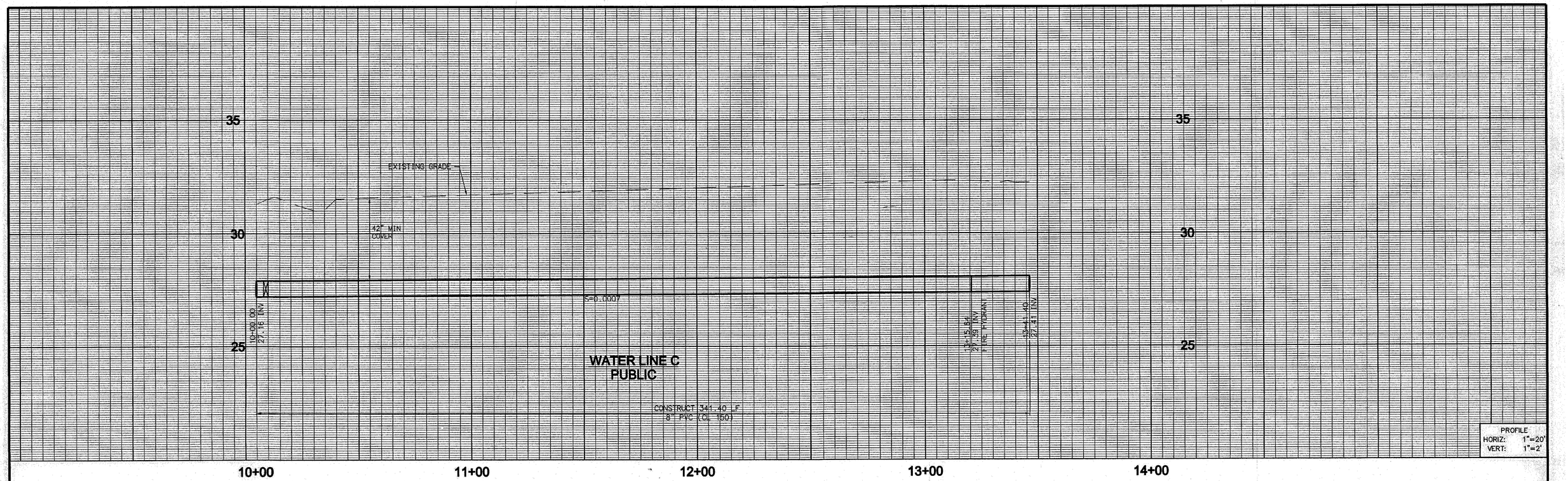
REVISIONS			
MARK	DATE	DESCRIPTION	BY

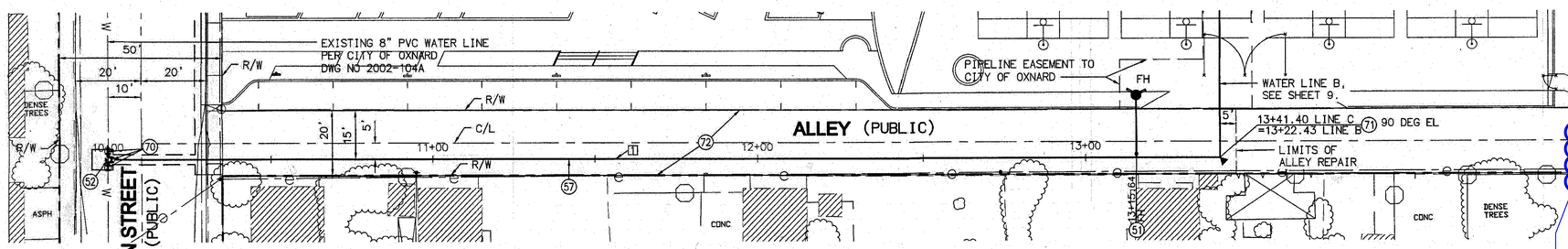
REVIEWED BY: 7/31/19 DATE
DATE

CITY OF OXNARD CALIFORNIA — DEVELOPMENT SERVICES DEPARTMENT
McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS
ACCEPTED BY: CITY ENGINEER — R.C.E. 46333 (EXP. 12-31-20) — 7.31.19 DATE
SCALE: HORIZ.: VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 3 OF 10
DRAWING NUMBER 18-06A

PLOT DATE:5/31/19 12:27 PM FILE NAME: D:\CLIENTSITES\DELANEENG\PROJECTS\DATA\2018157\CAD\LAND\BLK\CONSTRUCTION DOCUMENTS\CITY\157-ST-403.DWG

SAVE DATE:5/31/19 DEBBIE TALAMA





WATER LINE C
(PUBLIC)

CONSTRUCTION NOTES

~~(50) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300 AND 301, TYPE III PER CITY STD PLATE 23~~

(52) INSTALL CUT-IN TEE 8"X8"X8" ON EXISTING 8" PVC WATER MAIN. COORDINATE WATER MAIN SHUTDOWN WITH CITY OF OXNARD

(57) CONSTRUCT 8" PVC (C900) DR18 FIRE PREVENTION WATER LINE, SET TOP OF PIPE 42" MINIMUM BELOW FINISH SURFACE.

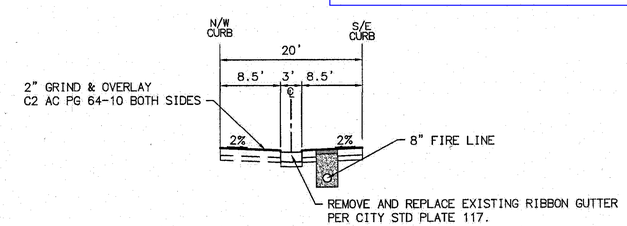
(70) INSTALL 8" GATE VALVE AND VALVE BOX PER CITY OF OXNARD STD PLATE 303

(71) INSTALL FITTINGS (BENDS, TEES, CROSSES) AS SHOWN, WITH THRUST BLOCKING PER CITY OF OXNARD STD PLATE 324

(72) REPAIR EXISTING ALLEY: EXTENTS TO MATCH LENGTH OF WATER LINE TRENCH AND FULL WIDTH OF ALLEY. REPLACE EXISTING RIBBON GUTTER; MATCH EXISTING LINE AND GRADE. 2" GRIND AND OVERLAY

(50) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300, 301, AND PER CITY STANDARD PLATE 23. TYPE II R2 4"x4"x2.5" JONES TRITON J-4060

The asphalt along the alley was only 3" thick. Grinding 2" did not have sufficient strength to place new asphalt. So, the whole asphalt section was replaced with geo-grid per the City's and Soils engineer's recommendation.



ALLEY REPAIR DETAIL
NTS

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

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.

LINE DATA TABLE		
Line #	Length	Direction
1	341.40'	N89°55'08"E

SCALE 1"=20'

20 10 0 20 40 60
SCALE: 1"=20'

PREPARED BY
DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.566.5711-WWW.DELANEENGINEERING.COM
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20 7/23/19

REGISTERED PROFESSIONAL ENGINEER SCOTT DELANE UHLES No C 72391 CIVIL STATE OF CALIFORNIA

REVISIONS			
MARK	DATE	DESCRIPTION	BY

REVIEWED BY: 7-31-19 DATE
DATE

CITY OF OXNARD
DEVELOPMENT SERVICES DEPARTMENT
McKINNA ELEMENTARY SCHOOL
WATER LINE C
ACCEPTED BY: 7-31-19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE
SCALE: HORIZ.:
VERT.:
DRAWN BY:
CHECKED BY:
SHEET No. 10 OF 10
DRAWING NUMBER 18-06A

NP 18-02
HTE 17-5135

PLOT DATE: 6/2/19; 12:08 PM FILE NAME: D:\CLIENTS\MK\DELANE\WRGRT\PATA\018157\CAD\LAND\ALY\CONSTRUCTION DOCUMENT\CITY\15F-UE-410.DWG

SAVE DATE: 5/24/19 DEBBIE TALAMA

503

#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 Falk
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:** August 19, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 013 to Construction Services Agreement #17-41 with Bernards for the McKinna ES Reconstruction Project (Penanhoat/Miller/CFW)

Change Order No. 013 addresses the procurement and installation of two (2) new electronic marquees. Per the request of the District, the Architect obtained DSA approval of CCD-012, which gives the design for the construction of the footing, installation of the marquees, and provides power and data infrastructure in support the operation of both marquees. One marquee will be installed on the N Street side of the campus and the second marquee will be installed on the J Street side of the campus.

Change Order No. 013 provides for the Board's consideration and ratification of the following COR's:

•COR 237 – PR 28 – Marquee Sign

FISCAL IMPACT:

One Hundred Forty-Two Thousand Three Hundred Ninety-Seven Dollars and No Cents ($142,397.00) 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 #013 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: Change Order No. 013 (2 Pages)
COR 237 RO - PR 28 - Marquee Sign (14 Pages)
Construction Services Agreement #17-41, Bernards (25 Pages)

CHANGE ORDER

Date: 8/19/2020 **CHANGE ORDER NO. 013**

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 (001-008)……...**$ 565,615.00**

ADJUSTED CONTRACT SUM……...**$ 28,884,953.00**

NET CHANGE - **$ 142,397.00**

Total Change Orders to Date: ….....……..**$ 708,012.00**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 009... ……..**$ 29,027,350.00**

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 ……**(2.50%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	COR 237 RO - PR-28 Marquee Sign		$142,397.00		
	Totals	**$0.00**	**$142,397.00**	**$0.00**	**$0.00**

Total Change Order No. 013 ..... $142,397.00

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

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

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

_____ **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. 237 R0

Project: McKinna Elementary School Reconstruction

Date: 3/19/2020

DESCRIPTION OF WORK

CCD_12-North East Marquee & Monument Sign Power Data

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	131,368
	Subtotal:	131,368
Contractual Costs		
Fee		6,781
Subcontract Default Insurance		1,576
CCIP		1,662
Contractor Bond		1,010
	Subtotal:	11,029
	Total Change Order Request Amount:	**142,397**

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

PCO #026

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2281 - McKinna Elementary School
1611 S. J Street
Oxnard, California 93033

Change Order Request #026: CE #027 - CCD 012 Marquee Sign

TO:	Oxnard School District 1051 South A Street Oxnard California, 93030	**FROM:**	Bernards 555 1st St San Fernando, California, 91340
PCO NUMBER/REVISION:	026 / 2	**CONTRACT:**	1 - McKinna Elementary School Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Joel Cerda **(Taft Electric Company)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	10/24 /2019
REFERENCE:		**FIELD CHANGE:**	No
SCHEDULE IMPACT:	0 days	**LOCATION:**	
		TOTAL AMOUNT:	**$131,368.00**

POTENTIAL CHANGE ORDER TITLE: CE #027 - CCD 012 Marquee Sign

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
TEC PCO #26 CE #027 - CCD 012 Marquee Sign add

This request for change is to cover the added cost per PR-28 Added Marquee.

Please provide an approved change order for the amount noted above if you would like Taft to proceed with this work.

Attached is backup to support this additional scope. This price is based on the documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

Daktronics Marquee sign is cost per sign.
Verizon Lifetime cellular data plan option is accounted for.
Once Daktronics Marquee cost are approved, a submittal will be provided by Daktronics.
Sign install is only a place holder. Actual costs will be acquired once the marquee submittal can be reviewed.

EXCLUSIONS:
1. Any coring, cutting, patching, roofing or painting for any conduit system.
2. Any weather proofing or sealing of exterior penetrations for water intrusion.
3. Any fire proofing or sealing complete.
4. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
5. Any and all parts and labor not specifically listed above or within.
6. Any abatement including asbestos removal or containment.
7. Any permits or fees.
8. Any costs associated with the design, engineering (including wet stamps), or approval process.
9. Any access panels.
10. HVAC, DDC, BMS, and EMS conduit, equipment, devices, wire and terminations.
11. Fire Alarm COMPLETE – including all conduit, boxes, cabling, testing and terminations – this scope will be carried and managed by the GC
12. Slack and seismic wires for recessed or surface fixtures and/or ceiling devices
13. Seismic design, engineering, support fabrication, backing or related.

14. Seismic design, engineering, supports, backing or related.All LV and Access Controls cabling, hardware, installations, testing and terminations.
15. Paint, patching & drywall repair due to resulting from additional work.

ATTACHMENTS:

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: McKinna Reconstruction JOB# 2281 TEC PCO#: 26R2

CUST RFP#:

COR DESCRIPTION: Marquee sign add per PR 28 DATE: 2/27/2020

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest Takeoff CPO	$15,305.58	272.72
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$15,305.58	272.72

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$459.17
7.25%	SALES TAX	$1,142.94
3.00%	MATERIAL HANDLING	$507.23
0.00%	Freight	$296.77
	SUBTOTAL MATERIAL	$17,711.69
15.00%	OVERHEAD & PROFIT	$2,656.75
	TOTAL TAKEOFF MATERIAL	$20,368.45

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
Daktronics	Marquee signs QTY #2	$45,553.51
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$45,553.51
7.75%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$1,366.61
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$46,920.12
15.00%	OVERHEAD & PROFIT	$7,038.02
	TOTAL QUOTES	$53,958.13

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
Pacificom	Marquee Sign Fiber/COM/LV cable installation	$4,259.62
Custom Sign	Sign #1 Install Prep & Install	$8,900.00
inc	Sign #2 Install Prep & Install	$8,900.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$22,059.62
5.00%	OVERHEAD & PROFIT	$1,102.98
	TOTAL SUBCONTRACTS	$23,162.60

LABOR EXPENSES			
labor rates are good through July 26, 2020			
TYPE	HOURS	RATE	AMOUNT
COMPOSITE RATE	272.72	$88.04	$24,010.27
SUPERVISION	27.27	$110.88	$3,023.92
DESIGNER	0.00	$0.00	$0.00
DRAFTER	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	0.00	$0.00	$0.00
	SUBTOTAL LABOR		$27,034.19
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
0.00%			$0.00
	SUBTOTAL LABOR		$27,034.19
15.00%	OVERHEAD & PROFIT		$4,055.13
	TOTAL LABOR		$31,089.32

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	$1,285.78
0.00%	PERMIT FEES	$0.00
0.50%	FIELD INVESTIGATION &ESTIMATING	$155.45
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
3.00%	MISC TOOLS AND EQUIPMENT	$720.31
0.00%	EQUIPMENT RENTAL	$0.00
0.00%	CRANE / FORKLIFT	$0.00
1.00%	JOB TRUCK	$30.24
0.00%	MANLIFTS	$0.00
0.50%	SAFETY (GLOVE, GLASSES, ETC)	$120.05
0.00%	DUMP TRUCK	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$2,311.83
15.00%	OVERHEAD & PROFIT	$346.77
	TOTAL DJE	$2,658.60

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$20,368.45
	QUOTED MATERIAL	$53,958.13
	SUBCONTRACTORS	$23,162.60
	LABOR EXPENSES	$31,089.32
	DIRECT JOB EXPENSES	$2,658.60
	SUBTOTAL CHANGE REQUEST	$131,237.10
0.00%		$0.00
0.10%	TEXTURA	$131.24
0.00%	BOND COSTS	$0.00
	CHANGE PROPOSAL TOTAL	$131,368

TAFT ELECTRIC CHANGE REQUEST PROPOSAL

LABOR RATE CALCULATIONS

PROJECT: McKinna Reconstruction JOB# 2281 TEC CR#: 26R1

CUST RFP#:

STRAIGHT TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$0.00
FOREMAN	1.00	$92.13
JOURNEYMAN	2.00	$85.99
APPRENTICE	0.00	$77.83
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$88.04

SHIFT WORK CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$74.93
FOREMAN	0.00	$69.80
JOURNEYMAN	0.00	$64.65
APPRENTICE	0.00	$53.56
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OVERTIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNEYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

GRAVEYARD CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$87.83
FOREMAN	0.00	$92.70
JOURNYMAN	0.00	$85.40
APPRENTICE	0.00	$74.65
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

DOUBLE TIME CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

OTHER CALCULATIONS

CLASS	HOURS	RATE
G. FOREMAN	0.00	$109.30
FOREMAN	0.00	$115.60
JOURNEYMAN	0.00	$106.15
APPRENTICE	0.00	$89.95
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
	0.00	$0.00
COMPOSITE RATE		$0.00

* THE ABOVE RATES ARE IN EFFECT UNTIL 9/25/2005

Job ID: 2281 MCKINNA COR
Project: 2281 McKinna COR

Takeoff

5 Dec 2019 8:43:36

Region: PR 28 MARQUEE SIGN

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
					NORTH EAST MONUMENT AND MARQUEE		
120847	1.00	EA	M		SIGN CONNECTION		3.90
					NOTE 15		
ASMY	1.00	EA	M	30/2	NF/GD/240V N-3R RT SAFETY-SW	118.04	2.20
					TRENCH AND BACKFILL		
390126	575.00	FT	M	24" X 36" DEEP	BACKHOE TRENCH+BACKFILL	3,382.38	14.95
390305	2.00	FT	M		ADDITIONAL DIGGING AT STRUCTURE	472.00	16.00
					H4A-8		
ASMY	550.00	EA	M	3/4	PVC40 + PVC RISER	181.09	22.03
ASMY	605.00	FT	M		3 #10 THHN	393.67	12.71
					IL4A-21		
ASMY	530.00	EA	M	1	PVC40 + PVC RISER	275.38	23.02
ASMY	583.00	FT	M		2 #8 THHN	428.57	10.49
ASMY	583.00	FT	M		1 #10 THHN	126.45	4.08
					MARQUEE SIGN TO IDF-4A		
ASMY	569.00	EA	M	1-1/4	PVC40 + PVC RISER	444.79	26.50
ASMY	625.00	FT	M		PULL LINE (STRING)	12.77	1.63
					NOTE 16		
850127	1.00	EA	M	14"x23"x18"D	GROUND INSPECTION WELL - CONCRETE	440.28	1.75
850025	1.00	EA	M	3/4 x 10	COPPER CLAD GROUND ROD	44.12	1.80
850054	1.00	EA	M	3/4.	GROUND ROD CLAMP	4.99	0.20
850057	1.00	EA	M	3/4	CONDUIT HUB W/GRND CLMP 8>2 CU	21.09	0.25
ASMY	20.00	EA	M	3/4	PVC40 + PVC RISER	16.63	3.48
ASMY	30.00	FT	M		1 #6 THHN	18.85	0.33
					WEATHERPROOF BOXES		
ASMY	2.00	EA	M		BELL 2G	51.33	2.37
710117	1.00	EA	M	4x4x4	PULL BOX -WEATHER PROOF	25.00	0.80
400011	4.00	EA	M	2' X 3'	PRECAST PULLBOX	2,202.48	24.00
					TYPE T FIXTURE		
22	1.00	EA	M		TYPE T FIXTURE	1,326.00	4.00
ASMY	2.00	EA	M		BOX + WALL SUPPORT	104.04	3.04
					SOUTH WEST MARQUEE		
120847	1.00	EA	M		SIGN CONNECTION		3.90
					NOTE 15		
ASMY	1.00	EA	M	30/2	NF/GD/240V N-3R RT SAFETY-SW	118.04	2.20
					TRENCH AND BACKFILL		
390126	240.00	FT	M	24" X 36" DEEP	BACKHOE TRENCH+BACKFILL	1,411.78	6.24
390305	2.00	FT	M		ADDITIONAL DIGGING AT STRUCTURE	472.00	16.00
					L3A-14		
ASMY	240.00	EA	M	3/4	PVC40 + PVC RISER	84.90	11.18
ASMY	264.00	FT	M		3 #10 THHN	171.78	5.54
					MARQUEE SIGN TO IDF-3		

Region: PR 28 MARQUEE SIGN

Item #	Qty	U/M	Q/M	Size	Description	Mat Result	Lab Result
ASMY	240.00	EA	M	1	PVC40 + PVC RISER	132.33	12.15
					NOTE 16		
850127	1.00	EA	M	14"x23"x18"D	GROUND INSPECTION WELL - CONCRETE	440.28	1.75
850025	1.00	EA	M	3/4 x 10	COPPER CLAD GROUND ROD	44.12	1.80
850054	1.00	EA	M	3/4.	GROUND ROD CLAMP	4.99	0.20
850057	1.00	EA	M	3/4	CONDUIT HUB W/GRND CLMP 8>2 CU	21.09	0.25
ASMY	20.00	EA	M	3/4	PVC40 + PVC RISER	16.63	3.48
ASMY	30.00	FT	M		1 #6 THHN	18.85	0.33
					WEATHERPROOF BOXES		
ASMY	2.00	EA	M		BELL 2G	51.33	2.37
710117	1.00	EA	M	4x4x4	PULL BOX -WEATHER PROOF	25.00	0.80
400011	4.00	EA	M	2' X 3'	PRECAST PULLBOX	2,202.48	24.00
					CONNECTION TO BREAKERS		
500193	1.00	EA	M	MISC	LABOR HOURS		1.00
						15,305.58	**272.72**

CED ROYAL INDUSTRIAL SOLUTIONS

1807 PALMA DRIVE
VENTURA CA 93003
TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-83374 TAFT-MCKINNA E.S. RECONSTRUCTI

MCKINNA E.S. RECONSTRUCTION
1694 EASTMAN AVENUE
VENTURA, CA 93003

QUOTATION			PAGE 001 OF 001
QUOTE # 1096853	DATE 12/04/19	REV # 001	REV DATE 12/04/19
QUOTE EXPIRES 01/03/2020		PREPARED BY KT	
SLS 0184		INSL 9007	
FOB SHIPPING POINT		FREIGHT PREPAY & CHARGE	

CUS PO #: TEC PCO # 26 MARQUEE
JOB NAME: MCKINNA

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
~~01~~	~~2~~	~~KENAL~~	~~R548 45L40K DCC 277~~	~~WL~~	~~150.00~~	~~E~~	~~300.00~~
02	*	TYPE C WITH WL OPTION					
03	*	ALLOW 4 WEEKS TO SHIP FROM WI					
04	*						
05	2	BOCAF	HPNLS-L06-4000K-30-	277-B-E-F-C-8'-6"	1,236.25	E	2,472.50
06	*	TYPE T					
07	*	ALLOW 4-6 WEEKS LEAD TIME					
08	*						
09	*	PLUS FREIGHT ON BOTH ESTIMATE FRT @ $575.00					
10	*	PLUS TAX					

TOTAL: 2,772.50

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

PROPOSAL REQUEST

Number

28

McKinna Elementary School

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 08.20.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: North East Marquee and Monument Sign Power Data

See attached revised electrical sheets.

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

E104, E105, E201

Lead Signature

Kevin Griendling, AIA
Perkins Eastman Dougherty

PERKINS — EASTMAN Dougherty

PANEL H4A

277/480 VOLTS
3 PHASE
4 WIRE

MAIN BRK: MAIN LUGS ONLY
LOCATION ELECTRICAL ROOM 419

BUS RATING: 100A
MOUNTING: 14K A.I.C. FULLY RATED
MOUNTING: SURFACE

LOCATION	WATTAGE PH-A	WATTAGE PH-B	WATTAGE PH-C	LTG	REC	MIS	CIR	BKR		BKR	CIR	MIS	REC	LTG	WATTAGE PH-A	WATTAGE PH-B	WATTAGE PH-C	LOCATION
LIGHTS - CR 410 & 412	1232			36			1	20-1		20-1	2			41	1362			LIGHTS - CR 409 & 411
LIGHTS - CR 406 & 408		1136		34			3	20-1		20-1	4			34		1136		LIGHTS - CR 405 & 407
LIGHTS - CR 402, 403 & 413-416			1417	44			5	20-1		20-1	6			34			1136	LIGHTS - CR 401 & 403
EXTERIOR LIGHTS	535			26			7	20-1	*	20-1	8	1			400			MONUMENT SIGN
EXTERIOR LIGHTS		530		25	63		9	20-1	*	20-1	10							SPARE
LIGHTS - TRASH ENCLOSURE			75	3			11	20-1	*	20-1	12							SPARE
SPARE							13	20-1		20-1	14							SPARE
SPARE							15	20-1	63	20-1	16							SPARE
SPARE							17	20-1		20-1	18							SPARE

PH-A= 3529 VA PH-B= 2802 VA PH-C= 2628 VA

TOTAL CONNECTED LOAD: 8959 VA OR 10.794 AMPS @ 277/480 VOLTS -- 3 PHASE

LCL: 8559 VA X 1.25% = 10699 VA

FDL: 400 VA + 10699 VA (LCL) = 11099 VA OR 13.37 A

NOTE: PROVIDE TIE BARS DISCONNECTING MEANS TO CIRCUIT BREAKERS SERVING MULTI-WIRE CIRCUITS (SHARED NEUTRAL CONDUCTOR).

* INDICATES CIRCUITS TO BE CONTROLLED BY MICRO PANEL MP-4a.

PANEL 1L4A

120/208 VOLTS
3 PHASE
4 WIRE

MAIN BRK: MAIN LUGS ONLY
LOCATION ELECTRICAL ROOM 419

BUS RATING: 100A
MOUNTING: 22K A.I.C. FULLY RATED
MOUNTING: SURFACE

LOCATION	WATTAGE PH-A	WATTAGE PH-B	WATTAGE PH-C	LTG	REC	MIS	CIR	BKR		BKR	CIR	MIS	REC	LTG	WATTAGE PH-A	WATTAGE PH-B	WATTAGE PH-C	LOCATION
RECEPTACLE - CR 411	900				5		1	20-1		20-1	2		4		720			RECEPTACLE - CR 412
RECEPTACLE - CR 411		900			5		3	20-1		20-1	4		5			900		RECEPTACLE - CR 412
RECEPTACLE - CR 411			900		5		5	20-1		20-1	6		4				720	RECEPTACLE - CR 412
RECEPTACLE - CR 409	900				5		7	20-1		20-1	8		5		900			RECEPTACLE - CR 410
RECEPTACLE - CR 409		720			4		9	20-1		20-1	10		4			720		RECEPTACLE - CR 410
RECEPTACLE - CR 409			720		4		11	20-1		20-1	12		4				720	RECEPTACLE - CR 410
RECEPTACLE - CR 407	900				5		13	20-1		20-1	14		5		900			RECEPTACLE - CR 408
RECEPTACLE - CR 407		720			4		15	20-1		20-1	16		4			720		RECEPTACLE - CR 408
RECEPTACLE - CR 407			720		4		17	20-1		20-1	18		4				720	RECEPTACLE - CR 408
SEC EXPANSION MODULES	500				1		19	20-1		20-1	20		6		1080			RECEPTACLE - EXTERIOR
MONUMENT SIGN - NORTHEAST		400					21	20-1		20-1	22		6			1080		RECEPTACLE - TOILETS, STOR., ELEC. RMS
EMS CABINET			500		1		23	20-1		20-1	24		2				800	IDF - 4A
FCPS-4A	500				1		25	20-1	*	20-1	26							SPARE
LCP		500				2	27	20-1		20-1	28							SPARE
HAND DRYER			1500			1	29	20-1		20-1	30							SPARE
HAND DRYER	1500					1	31	20-1		20-1	32							SPARE
SPARE							33	20-1		20-1	34							SPARE
SPARE							35	20-1		20-1	36							SPARE
SPARE							37	20-1		20-1	38							SPARE
SPARE							39	20-1		20-1	40							SPARE
SPARE							41	20-1		20-1	42							SPARE

PH-A= 8800 VA PH-B= 6660 VA PH-C= 7300 VA

TOTAL CONNECTED LOAD: 22760 VA OR 63.222 AMPS @ 120/208 VOLTS -- 3 PHASE

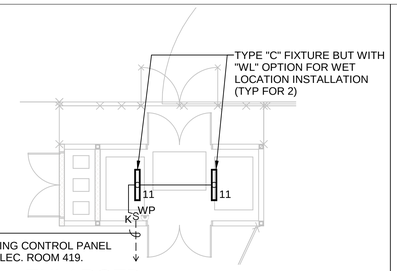
LCL: 0 VA X 1.25% = 0 VA

FDL: 22760 VA + 0 VA (LCL) = 22760 VA OR 63.22 A

NOTE: PROVIDE TIE BARS DISCONNECTING MEANS TO CIRCUIT BREAKERS SERVING MULTI-WIRE CIRCUITS (SHARED NEUTRAL CONDUCTOR).

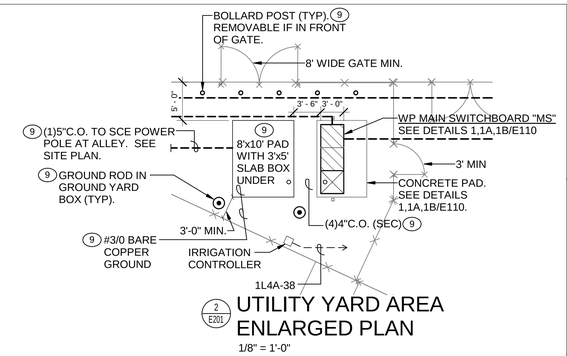
* PROVIDE "LOCK-ON" DEVICE AT CIRCUIT BREAKER.

COPYRIGHT © 2017 DOUGHERTY + DOUGHERTY A R C H I T E C T S L L P



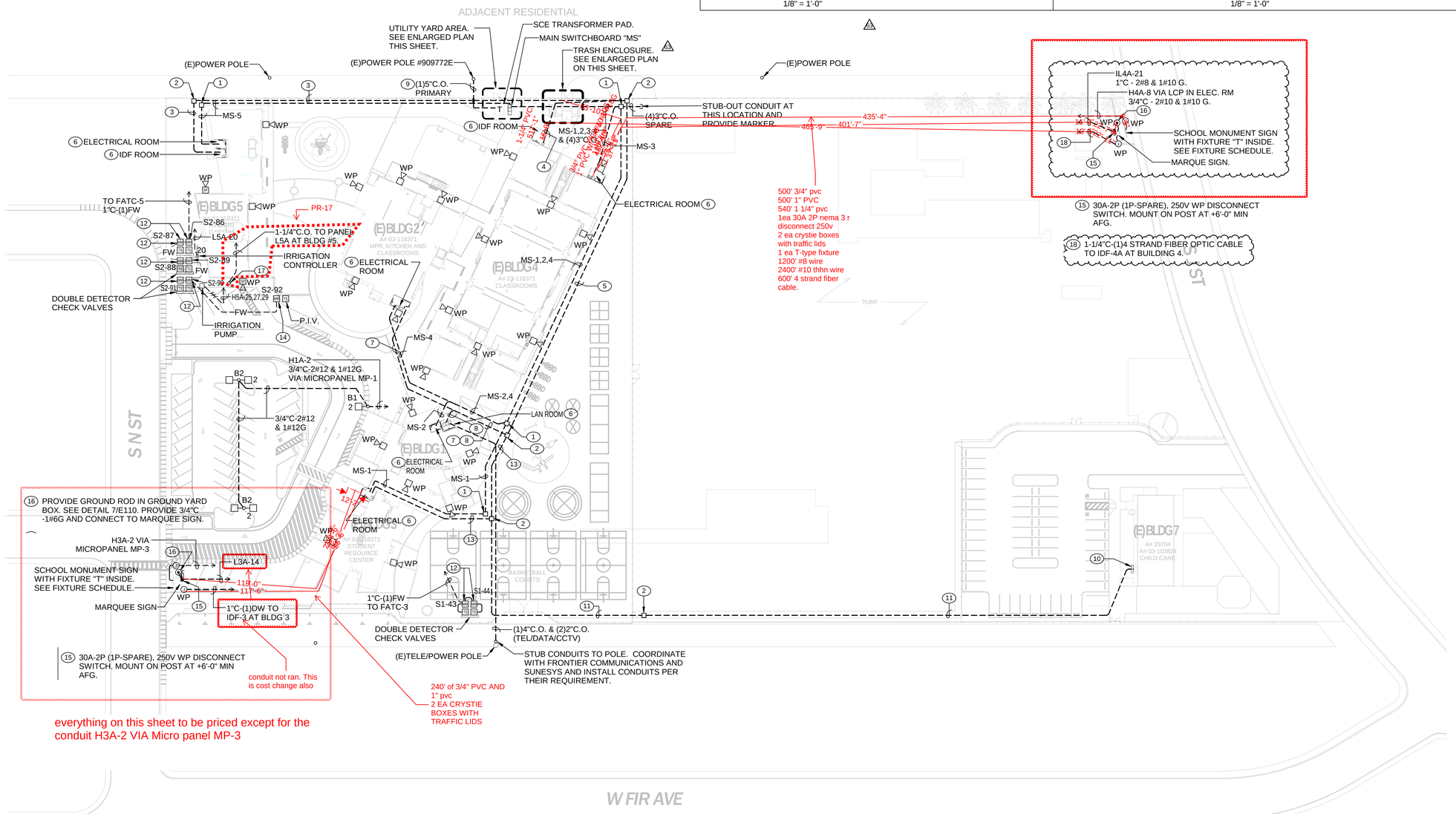
3 E201 ENLARGED LIGHTING PLAN - TRASH ENCLOSURE

1/8" = 1'-0"



2 E201 UTILITY YARD AREA ENLARGED PLAN

1/8" = 1'-0"



everything on this sheet to be priced except for the conduit H3A-2 VIA Micro panel MP-3

UTILITY SERVICE PLANNERS

A. POWER SERVICE
GLENN GORSS
SOUTHERN CALIFORNIA EDISION COMPANY (SCE)
10060 TELEGRAPH ROAD
VENTURA, CA 93004
TEL # (805) 603-8061

B. TELEPHONE SERVICE
ROBERT MUSGROVE
FRONTIER COMMUNICATIONS
201 FLYNN ROAD
CAMARILLO, CA 93102
TEL # (805) 388-2240

C. DATA SERVICE
ROBERT SANTOS
SUNESYS
226 N. LINCOLN AVE
CORONA, CA 92881
OFF. TEL # (951) 278-0400 x3117
CP # (951) 235-6021

SPECIAL NOTE:
PRIOR TO COMMENCING ANY UNDERGROUND UTILITY INSTALLATIONS OR STARTING FOUNDATION EXCAVATIONS, THE CONTRACTOR SHALL PRODUCE A COMPREHENSIVE COORDINATION DRAWING OF THE PROPOSED SYSTEMS INSTALLATIONS WITH PROPOSED PIPING LOCATIONS AND PROPOSED DEPTH OF PIPING INSTALLATION. CROSSING POINTS OF PIPING SYSTEMS SHALL INDICATE SEPARATION DISTANCES FOR FULL COORDINATION AND MAINTENANCE OF GRAVITY OPERATED DRAINAGE AND WASTE SYSTEMS. IN ADDITION TO PIPING SYSTEMS, UNDERGROUND ELECTRICAL ENCASED CONDUIT RUNS SHALL ALSO BE INDICATED WITH CROSSING POINTS AND SEPARATIONS IDENTIFIED. ALL UNDERGROUND UTILITIES SHALL BE COORDINATED AND ADJUSTED WITH THE CONCRETE FOUNDATION LAYOUT AND DEPTHS TO COMPLY WITH ALL SEPARATION REQUIREMENTS BETWEEN UTILITY INSTALLATIONS AND FOOTING LOCATIONS. THIS COORDINATION WILL REQUIRE ADJUSTMENT IN THE DEPTHS OF UTILITY INSTALLATIONS, LOCATIONS OF UTILITY RUNS, AND DEPTHS OF UNDERGROUND CONCRETE PULLBOXES. THERE WILL BE NO ADDITIONAL COSTS TO THE PROJECT FOR THIS REQUIRED COORDINATION AND ADJUSTMENT WORK SCOPE.

0' 20' 40' 80' 160'

ELECTRICAL SITE PLAN (ELEC) A10

1" = 40'-0"

KEYED NOTES

1. 2"x3'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "POWER". SEE DETAIL 9/E110.
2. 4'x4'x3'D MIN UNDERGROUND CONCRETE PULLBOX WITH STEEL TRAFFIC COVER MARK "SIGNAL". SEE DETAIL 9/E110.
3. 2"C, (1)DFO (DATA); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(2)DW (LTG CONTROL); (1)2"C.O. SPARE.
4. 2"C, (2)DFO (DATA); 2"C, (2)FW, (2)N, (2)V (FA); 2"C, (2)SC (SEC); 2"C.O. (EMS); 2"C-(1)DW (LTG CONTROL); (1)2"C.O. SPARE.
5. 2"C, (3)DFO (DATA); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(1)DW (LTG CONTROL); (1)2"C.O. SPARE.
6. TERMINATE CONDUITS TO RESPECTIVE CABINETS, PANELS OR HEADEND EQUIPMENT INSIDE ELECTRIC ROOM AND/OR IDF/LAN ROOM. SEE ENLARGED PLANS ON E406 & E407.
7. 2"C, (1)DFO (DATA); 2"C, (1)T6 (TEL); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(2)DW (LTG CONTROL); (1)2"C.O. SPARE.
8. 4"C, (5)DFO (DATA); 2"C, (1)T6 (TEL); 2"C, (3)FW, (3)N, (3)V (FA); 2"C, (3)SC (SEC); 2"C.O. (EMS); 2"C-(2)DW (LTG CONTROL); (1)2"C.O. SPARE.
9. COORDINATE WITH SCE AND INSTALL CONDUITS, BOLLARDS AND/OR EQUIPMENT PER SCE REQUIREMENT.
10. WP 24"x24"x8"D SIGNAL PULLBOX; WP 18"x18"x6"D PULLBOX (FA).
11. (6) 2"C.O. SPARES FOR FUTURE SIGNAL SYSTEMS.
12. PROVIDE MONITOR MODULES AND CONNECT TO DDCV TAMPER SWITCHES. SEE CIVIL DRAWINGS FOR EXACT LOCATION OF DDCV.
13. 2"C, (1)DFO (DATA); 2"C, (1)FW, (1)N, (1)V (FA); 2"C, (1)SC (SEC); 2"C.O. (EMS); 2"C-(1)DW (LTG CONTROL); (1)2"C.O. SPARE.
14. PROVIDE CONTROL MONITOR MODULE AND CONNECT TO TAMPER SWITCH OF P.I.V.
15. 30A-2P (1P-SPARE), 250V WP DISCONNECT SWITCH. MOUNT ON POST AT +6'-0" MIN AFG.
16. PROVIDE GROUND ROD IN GROUND YARD BOX. SEE DETAIL 7/E110. PROVIDE 3/4"C -1#6G AND CONNECT TO MARQUEE SIGN.
17. COORDINATE STUB-UP LOCATION OF CONDUIT FOR FUTURE ELECTRIC VEHICLE CHARGING STATION WITH ARCHITECT OR DISRICT PRIOR TO ROUGH-IN AND INSTALLATION. STUB CONDUIT 12" AFG AND PROVIDE END CAP.
18. 1-1/4"C-(1)4 STRAND FIBER OPTIC CABLE TO IDF-4A AT BUILDING 4.

GENERAL NOTES

1. UNDERGROUND POWER & SIGNAL CONDUITS DUCTBANK SHOWN ON THIS SITE PLAN SHALL BE 27" MIN. BELOW FINISH GRADE. SEE "CONDUIT DUCT BANK" DETAIL 3/E111 FOR CONDUIT INSTALLATION.
2. RUN UNDERGROUND CONDUITS BELOW BUILDING FOUNDATION.
3. UNDERGROUND CONDUITS SHALL BE 12" AWAY FROM ANY OTHER UNDERGROUND UTILITY CONDUITS; i.e. GAS, SEWER, WATER, ETC.
4. UNDERGROUND CABLES INSTALLED IN UNDERGROUND CONDUITS SHALL BE-WET LOCATION TYPE CABLES.
5. SEE ONE LINE DIAGRAM ON SHEET FOR FEEDER SIZE CORRESPONDING TO FEEDER DESIGNATION SHOWN ON THIS SITE PLAN

IDENTIFICATION STAMP
DIVOFFICE OF REGULATION CT SERVICES
FILE NO: 56-22
A#: 03-118371
AC_____ FLS_____ SS_____
DATE_____

PACIFIC ENGINEERS GROUP
Consulting Electrical Engineers
2740 Vineland Ave., Suite 205
Burbank, CA 91505
(818) 748-1758
FAX (818) 763-9180 Y17-024

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
OXNARD SCHOOL DISTRICT
1611 SOUTH J STREET
OXNARD, CA 93033

JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	3/15/2018

7	CCD3	10/12/18
8	CCD5	02/13/19
52	PR_17	5/14/19
63	CCD015	08/14/19
66	PR_28	08/20/19

ELECTRICAL SITE PLAN

Dougherty
COSTA MESA ▸ OAKLAND
www.dougherty.us

E201

DAKTRONICS QUOTE # 719351-1-1

Taft Electric Company
Joel Cerda
1694 Eastman Ave
Ventura, CA USA 93003
Phone: (805)642-0121
Fax: (805)644-6488
Email: jcerda@taftelectric.com

13/Feb/2020
Quote valid for: 90 days
Terms: Net 30 days from shipment with Payment Bond
Subject to Credit Review
FCA: DESTINATION
Delivery: Call for Production Time

Reference: McKinna Elementary School - Oxnard, CA ~ Per request from Joel Cerda ~ PRODUCT ONLY, DOES NOT INCLUDE INSTALLATION ~ PWCR#: 1000001564

Item No.	Model	Description	Qty	Price
1	**GS6-48X120-19.8-RGB-2V**	**Galaxy® Outdoor Electronic Message Center - GS6 Series - 19.8mm RGB; 2V Interconnect Cable Length Is 20 Feet** Matrix: 48 lines by 120 columns Line Spacing: 19.8mm LED Color: RGB- 281 Trillion Colors Face Configuration: 2V - two one sided displays - same content View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 3' 8" H X 8' 1" W X 0' 5" D (Approx. Dimensions) Max Power: 905 watts/display Weight: Unpackaged 210 lbs per display; Packaged 315 lbs per display	**2**	**$41,284.00**
	Galaxy® Outdoor Display Communication Kit #1	Choose One: Fiber or Wire Ethernet (Cable Not Included) or Wireless Ethernet Bridge Radio (HARDWARE ONLY. DATA PLAN SHOWN IN SERVICE OPTIONS BELOW).	2	
	System Startup	Final Commissioning of Equipment	1	
2	**Taxes**	**7.75% - Subject to change at time of shipping based on the "Ship To" location**	**1**	**$3,199.51**
3	**FREIGHT**	**Shipping to site via LTL (enclosed trailer). Usually unloads at a dock, forklift or pallet jack may be required.**	**1**	**$1,070.00**
Services				
4	**G5C5-W**	**Five Year Warranty - Parts Coverage - G5G5**	**1**	
	Venus® Control Suite - Prime Playlist Package, Cloud Based	Secure, web-based software that enables display management anytime, anywhere via internet connection. ADMINISTRATORS OF ACCOUNT REQUIRED AT TIME OF ORDER. Terms of Use: http://www.daktronics.com/TermsConditions/DD2688225	2	
	Venus® Control Suite - Prime Playlist One-on-One Webinar	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	
		Total Price Including Applicable Tax:		**$45,553.51**

Please reference listed sales literature: DD1628383 for G5C5-W, DD2688225 for Venus® Control Suite - Prime Playlist Package, Cloud Based, DD3148720 for GS6-48X120-19.8-RGB-2V

Please reference listed shop drawings: DWG-03111347 for GS6-48X120-19.8-RGB-2V

Leasing Program
If your purchase exceeds $25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:
$50,000 in total equipment cost = $10,700 per year
$100,000 in total equipment cost = $21,199 per year
$250,000 in total equipment cost = $52,899 per year
Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner. Contact your Daktronics representative for additional options and details.

Exclusions:

- **Electrical Installation**
- **Structure**
- **Power**
- **Engineering Certification**
- **Labor to Pull Signal Cable**
- **Electrical Switch Gear or Distribution Equipment**
- **Physical/Mechanical Installation**
- **Foundation**
- **Hoist**
- **Signal Conduit**
- **Applicable Permits**
- **Front End Equipment**

Unless expressly stated otherwise in this Quote # 719351-1 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

Bob Fechner
PHONE: 714-865-6040
FAX: 605-697-4746
EMAIL: Bob.Fechner@daktronics.com

Lori Hensley
PHONE: 605-692-0200
FAX: 605-697-4746
EMAIL: Lori.Hensley@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

SL-02374 Standard Warranty and Limitation of Seller's Liability	(www.daktronics.com/terms_conditions/SL-02374.pdf)
SL-02375 Standard Terms and Conditions of Sale	(www.daktronics.com/terms_conditions/SL-02375.pdf)
SL-07862 Software License Agreement	(www.daktronics.com/terms_conditions/SL-07862.pdf)
Additional Links:	
Wireless Service Addendum	(www.daktronics.com/TermsConditions/DD3956286)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this quote and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersede any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature _____ Date _____

Print Name _____ Title _____

ATTACHMENT A
Installation Responsibilities Checklist: Outdoor

Responsible Party		Description
Daktronics	Customer	
✓		1. FIBER, WIRE ETHERNET OR WIRELESS ETHERNET BRIDGE: Technician to do final connection inside the sign and/or network room. Technician to review Venus Software on Customer supplied computer. Conduct basic review of complete system not to exceed one day.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

#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 Falk
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: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-34 – Therapy Travelers (DeGenna/Edwards)

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

At the Board meeting of October 23, 2019, the Board of Trustees approved Amendment # 1, in the amount of $650,000.00, to increase the number of supplemental staff hired to fill current vacancies, for a new total agreement amount of $1,230,000.00.

Amendment # 2, in the amount of $5,000.00, is required to adjust the final total through the end of the 2019-2020 fiscal year, for a new total agreement amount of $1,235,000.00.

FISCAL IMPACT:

Not to exceed $5,000.00, per the hourly 2019-20 rate sheet - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #19-24 with Therapy Travelers.

ADDITIONAL MATERIALS:

Attached: **Amendment #2 (1 Page)**
Amendment #1 (1 Page)
Agreement #19-34, Therapy Travelers (10 Pages)

Amendment #2 to Agreement #19-34 with
Therapy Travelers
August 19, 2020

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

At the Board meeting of October 23, 2019, the Board of Trustees approved Amendment # 1, in the amount of $650,000.00, to increase the number of supplemental staff hired to fill current vacancies, for a new total agreement amount of $1,230,000.00.

Amendment # 2, in the amount of $5,000.00, is required to adjust the final total through the end of the 2019-2020 fiscal year, for a new total agreement amount of $1,235,000.00.

THERAPY TRAVELERS:

By: _____ Date: _____
Maria Lankenau, Vice President

OXNARD SCHOOL DISTRICT:

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

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

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

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

THERAPY TRAVELERS:

By: _____ Date: _____
Maria Lankenau, Vice President

OXNARD SCHOOL DISTRICT:

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

OSD AGREEMENT #19-34

Staffing Service Agreement

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

1. Services and Staffing Confirmation

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

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

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

2. Associates

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

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

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

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

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

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

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

3. Compensation and Payment Terms

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

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

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

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

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

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

4. Client Hiring of Associates and Conversion Fees

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

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

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

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

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

5. Direct Hire Fees

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

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

6. Dismissals

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

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

7. Cancellations

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

8. Contract Termination

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

9. Notices

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

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

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

9. Insurance, Indemnification and Limitation of Liability

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

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

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

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

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

10. Miscellaneous

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

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

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

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

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

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

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

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

"TherapyTravelers"

3CHORDS INC.

A California Corporation

By: Maria Lankenau 7/18/2019

Maria Lankenau, Vice President

"OXNARD SCHOOL DISTRICT"

By: Lisa A. Franz 6-20-19

Lisa A. Franz, Director, Purchasing

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

THERAPY
TRAVELERS

Oxnard School District - Rate Sheet for 2019/2020

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

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

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

*Mileage is billed at the current IRS rate

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

Regards,

Maria Lankenau

Vice President
O: 888-223-8002 ext 813 F:
714-464-4461
www.therapytravelers.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-33 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2020-2021:

JB080313	$25,504.05	SC102507	$46,396.35
EW061212	$7,250.10	MA102113	$40,368.90
NC092306	$1,401.54	AC080310	$19,626.75
IO111109	$14,049.75	JV120313	$50,986.65
KR071607	$19,591.57	RR103108	$22,908.60
EG161410	$25,918.47	IR033009	$38,245.35
OL083008	$25,975.95	JM111710	$ 1,960.00

FISCAL IMPACT:

$340,184.03 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-33 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of $340,184.03.

ADDITIONAL MATERIALS:

Attached:

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JB080313, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin **7/1/2020** (*IEP date~2/6/2020*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: *(including ESY, if applicable)*	CURRENT: 2019-2020 2/29/2020-6/12/2020 *(ESY: 6/15/2020-6/30/2020)*		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/19/2020-2/6/2021
ESTIMATED COSTS:	$	+	$ 25.504.05

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

Signature (DOR Authorized Representative)

Title: Director, Purchasing

Date:

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By:
Special Education Authorized Representative

Approved By:
VCOE Business Services Authorized Representative

Date:

Estimated Cost $ 25,504.05

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, SC102507 a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during the day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~5/13/2020*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: *(including ESY, if applicable)*	CURRENT: 2019-2020 5/14/2020-6/10/2020 *(ESY: 6/15/2020-6/30/2020)*		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/12/2020-5/13/2021
TOTAL ESTIMATED COSTS:	$ _____	+	$ 46,396.35

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature (DOR Authorized Representative)

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 46,396.35

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EA061212 a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during transportation for 60 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 5/10/2020 (*IEP date~*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: *(including ESY, if applicable)*	CURRENT: 2019-2020 5/10/2020-6/12/2020 *(ESY: 6/15/2020-6/30/2020)*		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/19/2020-5/18/2021
TOTAL ESTIMATED COSTS:	$ _____	+	$ 7,250.10

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature (DOR Authorized Representative)

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 7,250.10

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **MA102113**, a Special Education pupil who is a resident of DISTRICT and currently attends **Dwire School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~5/20/2020*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date:* *(including ESY, if applicable)*	CURRENT: 2019-2020 5/29/2020-6/12/2020 8/21/2019-5/28/2020)		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/19/2020-5/20/2021
ESTIMATED COSTS:	$ _____	+	$ 40,368.90

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost $ **40,368.90**

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **NC092306** a Special Education pupil who is a resident of DISTRICT and currently attends **James Foster School** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support for ESY is 280 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~12/17/2019*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: *(including ESY, if applicable)*	CURRENT: 2019-2020		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)*
	$ _____	+	$ 1,401.54

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature (DOR Authorized Representative)

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 1,401.54

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC080310, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~11/21/2019*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: *(including ESY, if applicable)*	CURRENT: 2019-2020		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/20/2020-11/21/2020
	$ _____	+	$ 19,626.75

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost $ 19,626.75

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **IO111109**, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes and during transportation for 60 minutes for a total of 390 minutes daily. ESY will be calculated at 240 minutes a day for classroom and 60 minutes for transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2019 (*IEP date~10/23/2019*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*:	PREVIOUS: 2019-2020		CURRENT: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/20/2020-10/23/2020
(including ESY, if applicable)	$ _____	+	$ 14,049.75

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost $ 14,049.75

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JV120313 a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstances educational support in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 30 minutes daily during transportation for a total of 270 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~6/8/2020*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: (*including ESY, if applicable*)	CURRENT: 2019-2020 6/4/2020-6/12/2020 *(ESY: 6/15/2020-6/30/2020)*		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/19/2020-6/8/2021
ESTIMATED COSTS:	$ _____	+	$ 50,986.65

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature-DOR Authorized Representative

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 50,986.65

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, **KR071607** a Special Education pupil who is a resident of DISTRICT and currently attends **Las Colinas Middle School** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 340 minutes daily and 120 minutes daily during transportation for a total of 460 minutes daily. ESY will be provided at 240 minutes daily and 120 minutes daily during transporation for a total of 360 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~11/13/2019*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: *(including ESY, if applicable)*	CURRENT: 2019-2020		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/2/2020)* 8/24/2020-11/13/2020
ESTIMATED COSTS:	$ _____	+	$ 19,591.57

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature (DOR Authorized Representative)

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 19,591.57

Please submit **two** original copies Oxnard School District-Purchasing Department

OSD AGREEMENT #20-33

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 23, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108 a Special Education pupil who is a resident of DISTRICT and currently attends, **Sunkist School**, a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 1/23/2020 (*IEP date~1/21/2020*, and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: (*including ESY, if applicable*)	PREVIOUS: **2019-2020** 1/23/2020-6/12/2020 *(ESY: 6/15/2020-6/30/2020)* $ _____	+	UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/19/2020-1/21/2021 $ 22,908.60

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost $ 22,908.60

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **July 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EG061410 a Special Education pupil who is a resident of DISTRICT and currently attends **Triton School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes weekly**. **ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~1/17/2020*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*:	CURRENT: **2019-2020**		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/2/2020)* 8/13/2020-1/17/2021
(*including ESY, if applicable*)	$ _____	+	$ 25,918.47

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature-DOR Authorized Representative

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 25,918.47

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 1, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IR033009, a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School**, a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support throughout the school day, 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~5/15/2020*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date:* *(including ESY, if applicable)*	CURRENT: 2019-2020 6/1/2020-6/10/2020 *(ESY: 6/15/2020-6/30/2020)*		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/19/2020-5/15/2021
ESTIMATED COSTS:	$ _____	+	$ 38,245.35

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost $ **38,245.35**

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 13, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008 a Special Education pupil who is a resident of DISTRICT and currently attends **Foster School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin 7/1/2020 (*IEP date~2/5/2020*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date*: (*including ESY, if applicable*)	CURRENT: 2019-2020 2/13/2020-6/10/2020 *(ESY: 6/15/2020-6/30/2020)*		UPCOMING: 2020-2021 *(ESY: 7/1/2020-7/10/2020)* 8/12/2020-2/5/2021
ESTIMATED COSTS:	$ _____	+	$ 25,975.95

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature (DOR Authorized Representative)

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Estimated Cost $ 28,975.95

Please submit **two** original copies Oxnard School District-Purchasing Department

AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 15, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, JM111710, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School,** a special education program operated by SUPERINTENDENT.

2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

   Authorized exceptional service(s) shall consist of **ASL interpreter performing special circumstance educational support during ESY for 120 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

6. The term of this contract shall begin **6/15/2020** (*IEP date*) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-*based on IEP date:* (*including ESY, if applicable*)	CURRENT: 2019-2020		UPCOMING: 2020-2021 (*ESY: 07/01/2020-07/10/2020*)
ESTIMATED COSTS:	$ _____	+	$ 1,960.00

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

_____
Signature

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
Special Education Authorized Representative

Approved By: _____
Business Services Authorized Representative

Date: _____

Estimated Cost $ 1,960.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #20-59 – Ventura County Community College District (Bond)

Oxnard School District and Ventura County Community College District on behalf of Ventura College will provide teaching experience through practice teaching to students enrolled in the Elementary Teacher Education Associate Degree program. Oxnard School District will provide students with student teacher experiences under direct supervision and instruction of the designated teacher. The student teachers will support the District's programs and objectives.

Term of Agreement: July 1, 2020 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #20-59 with Ventura County Community College District.

ADDITIONAL MATERIALS:

Attached: Agreement #20-59, Ventura County Community College District (10 Pages)

OSD AGREEMENT #20-59

ELEMENTARY TEACHER EDUCATION CONTRACT:
STUDENT PRACTICUM AGREEMENT

This Agreement is made between

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT
761 E Daily Drive, Suite 200
Camarillo, CA 93010
805.652.5500

(hereinafter referred to as "DISTRICT") and

OXNARD SCHOOL DISTRICT
1051 South A St.
Oxnard, CA 93030
805-385-1501

(hereinafter referred to as "AGENCY").

RECITALS

WHEREAS DISTRICT has an Elementary Teacher Education Associate Degree Program (hereinafter referred to as "Program") which requires a minimum of 45 hours of practicum experiences; and

WHEREAS AGENCY has the facilities which are suitable for providing the 45 hours of practicum experience, and certified classroom teachers available to cooperate with the Practicum Student (hereinafter, elementary teachers who mentor Practicum Students shall be referred to as "Instructor."); and

WHEREAS it is essential for practicum students in the Program at the DISTRICT to acquire such elementary education teaching practicum experience during their learning process (hereinafter, students participating in the practicum shall be referred to as "Practicum Students" and children who are in classrooms which are involved in the practicum shall be referred to as "Classroom Students."); and

WHEREAS it is beneficial to AGENCY to contribute to the education of the future supply of Elementary Teacher Education Graduates;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

AGREEMENT

1. GENERAL RESPONSIBILITIES OF DISTRICT

A. DISTRICT shall supervise all structured practicum fieldwork experience for the Program.

B. DISTRICT will designate Practicum Students from those enrolled in their Elementary Teacher Education Program for assignment to AGENCY for practicum.

C. DISTRICT shall require that all Practicum Students submit a negative TB skin test or, a negative chest x-ray if they have previously received a positive TB skin test.

D. DISTRICT shall advise Practicum Students of any additional requirements that are specific to the individual school and district in which they complete their practicum experience. Practicum students must fulfill these requirements before they can complete practicum hours.

E. DISTRICT shall outline a professional dress code for Practicum Students during their practicum experience.

F. DISTRICT shall provide for orientation for its instructors and Practicum Students to familiarize them with AGENCY policies, practices, and facilities before assigning them to duties at the AGENCY.

G. DISTRICT shall prepare the necessary schedules, directives, and the memoranda for practicum at AGENCY.

H. DISTRICT shall furnish to the AGENCY Department Head of Elementary Teacher Education or designee, a pre-semester schedule of dates and number of Practicum Students expected prior to the assignment of such to AGENCY.

I. DISTRICT shall require that any change in a Practicum Student's enrollment health status will be evaluated on an individual basis.

J. DISTRICT warrants that each of its DISTRICT instructors supervising, or participating in practicum instruction at AGENCY will meet the DISTRICT educational qualifications.

K. DISTRICT shall be responsible for the assignment, guidance, supervision, and evaluation of all student practicum experiences provided at AGENCY.

L. DISTRICT shall ensure that each student, instructor, and employee in the Program is informed and expected to comply with ethical standards as outlined by the California Commission on Teacher Credentialing.

M. DISTRICT shall, at the first opportunity following receipt of notice, transfer Practicum Students who are unable to properly perform their practicum assignments and responsibilities.

N. DISTRICT shall be responsible for safeguarding Practicum Student information in compliance with Title 42 Code of Federal Regulations, Part 2 as well as Health Insurance Portability and Accountability (HIPPA) standards.

O. DISTRICT shall ensure that Practicum Students have completed an appropriate background check, including fingerprinting/live scan as described below.
Note: Live scan will be required for instances when provider's employee/volunteer is NOT under the direct supervision of a Certificated employee.

P. DISTRICT shall have Practicum Student execute a statement of student responsibilities, a waiver of liability, a student acknowledgement of code of ethics agreement, and a TB skin test, in the forms attached hereto, marked as Exhibit "A" respectively, and are incorporated into this Agreement by this reference.

2. GENERAL RESPONSIBILITIES OF AGENCY

A. AGENCY shall provide practicum experience and observation opportunities of educational value appropriate for the learning experience for Practicum Students designated by DISTRICT. When appropriate as determined by the Instructor and available, these experiences may include both observation and understanding of the California Teaching Profession and Performance standards and ethics, the roles and functions of educators in meeting the diverse needs of students, the impact of cultural contexts on learning, and contemporary issues in education.

B. AGENCY shall accept an appropriate number of Practicum Students as agreed upon by both parties, to assure maximum learning during the practicum experience.

C. AGENCY shall provide a contact person, acceptable to the DISTRICT, who shall assist the DISTRICT Instructor in coordinating the placement of Practicum Students, and shall serve as the principal liaison for communication between the AGENCY and DISTRICT regarding Practicum Students.

D. AGENCY shall provide to the extent needed and available, suitable classroom facilities, storage space for teaching materials, and suitable secure storage for Practicum Student possessions.

E. AGENCY recognizes that DISTRICT is responsible for the learning experiences of Practicum Students, but reserves the right in all problem situations requiring immediate solution to resolve the situation in the favor of the Classroom Students, placing the practicum student in the position of

observer, with subsequent clarification to follow between the instructor and AGENCY.

F. AGENCY reserves the right to terminate, with cause, at any time, the practicum experience of any Practicum Student, and agrees to notify the DISTRICT, in writing, of the AGENCY's intent to exercise such right.

G. AGENCY shall provide certified educators adequate in number, in each area where Practicum Students are receiving practicum experience in order to ensure safe, effective, and continuous services to the Classroom Students.

H. AGENCY shall not decrease their customary number of staff as a result of the assignment of Practicum Students in the Program.

I. The AGENCY retains full administrative responsibility for the care and instruction of the Classroom Students. Practicum Students and Instructors, as participants in this AGENCY classroom, will not replace AGENCY staff and agree to follow any decision rendered by the proper AGENCY staff unless such decision is in violation of the law.

J. AGENCY shall, at any time when a Practicum Student or Instructor is participating in the practicum experience at AGENCY, provide to Practicum Students and Instructor necessary emergency health care or first aid for accidents or illness occurring in its facilities and such treatment provided in its facilities will be at DISTRICT's expense. Any other treatment provided outside AGENCY's facilities will be at the expense of Practicum Student or insurance provided by the DISTRICT if applicable.

3. <u>DISTRICT AND AGENCY FURTHER AGREE THAT</u>

A. Designated Practicum Students shall be subject to the rules and regulations of both DISTRICT and AGENCY.

B. DISTRICT and AGENCY shall mutually agree upon the dates and hours for the practicum experience assignments.

C. Practicum Students shall receive no salary or stipend for the service they may give in the course of the practicum experience.

D. AGENCY's space, Classroom Student population, appropriate supervisory staff, and other considerations reasonably related to the services provided by the AGENCY to its Classroom Students, educators families and community stakeholders, shall be considered in the determination of the appropriate number of students agreed upon for participation in the program contemplated by this Agreement.

E. In the event either party terminates the Agreement by giving said written notice to the other party, Practicum Students currently participating in their practicum experience shall be permitted to complete his/her

practicum experience by the end of the current semester under the terms of the Agreement.

4. **INSURANCE** – The DISTRICT and AGENCY, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of insurance:

A. Workers' Compensation Insurance. DISTRICT & AGENCY shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, DISTRICT & AGENCY shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the DISTRICT's or AGENCY's Workers' Compensation Insurance.

B. General Liability Insurance. The DISTRICT and AGENCY shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 General Aggregate commercial general liability insurance including Workers Compensation of at least $1,000,000 per occurrence, Automobile Liability of at least $1,000,000 and Abuse and Molestation of at least $1,000,000 per occurrence and provide AGENCY with an additional covered party endorsement naming the AGENCY as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the AGENCY within thirty (30) days to keep the contract in force. If the DISTRICT changes insurance carriers, AGENCY must be notified thirty (30) days prior to change.

C. Other Coverage. The DISTRICT and AGENCY shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

D. Certificates of Insurance. The DISTRICT and any and all vendors and subcontractors working for the DISTRICT shall provide certificates of insurance as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the AGENCY. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of the services under this Agreement.

5. INDEMNIFICATION

A. The AGENCY shall save, defend, hold harmless and indemnify DISTRICT (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of AGENCY or its board members, officers, employees, volunteers or agents occurring in connection with or in any way

incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of DISTICT.

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

6. NONDISCRIMINATION

Neither AGENCY nor DISTRICT will discriminate against any person because of race, color, religion, ancestry, national origin, disability, marital status, age, sexual orientation, gender or any basis that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the *Penal Code*.

7. RELATIONSHIP

The relationship of AGENCY and DISTRICT shall be that of independent contractor. Neither party shall be considered the agent or employee of the other. Neither shall exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.

8. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

9. TERMINATION OF AGREEMENT

This Agreement shall be effective as of date of execution, and shall continue subject to cancellation. Either party may terminate this Agreement by giving ninety (90) days written notice. Said notice shall be sent by certified mail, return receipt requested, and ninety (90) days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the Program at AGENCY.

10. DATE OF AGREEMENT

This Agreement shall commence on July 1, 2020 and shall continue to be in effect for a five (5) year period, terminating on June 30, 2025.

11. MODIFICATION

No modification, amendment, supplement to this Agreement, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties hereto.

12. SURVIVING SECTIONS

All obligations under this Agreement which are continuing in nature, shall survive the termination or conclusion of this Agreement.

13. ASSIGNMENT

Neither DISTRICT nor AGENCY may assign this Agreement without the express written consent of the other.

14. RULES OF CONSTRUCTION

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either DISTRICT or AGENCY. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identifications of the person or persons, entity or entities, may require.

15. ENTIRE AGREEMENT

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party hereto has carefully read this Agreement and signs the same of its own free will.

16. GOVERNING LAW

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

17. COUNTERPARTS

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

18. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right, and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right, and/or remedy were not contained herein.

19. AUTHORIZATION

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

OXNARD SCHOOL DISTRICT (AGENCY):

Program Administrator

Name Dr. Edd Bond Date _____

Title Interim Asst. Supt., Human Resources Email ebond@oxnardsd.org

Signature _____

AGENCY:

Authorized Signature

Name Lisa A. Franz Date _____

Title Director, Purchasing Email lfranz@oxnardsd.org

Signature _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT):

Program Administrator

Name _____ Date _____

Title _____ Email _____

Signature _____

Campus Authorized Signature

Name _____ Date _____

Title VP of Academic Affairs & Student Learning Email _____

Signature _____

District Administrative Center Signature

Name Terry Cobos Date _____

Title Director of General Services Email _____

Signature _____

EXHIBIT "A"

STATEMENT OF STUDENT RESPONSIBILITIES REGARDING AGENCY AND DISTRICT TRAINING PROGRAM & REQUIREMENTS

1. Provide proof of a negative TB skin test or a negative chest x-ray if a positive TB skin test occurred.
2. Conform to all applicable AGENCY policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representative of AGENCY and DISTRICT.
3. Additional Rules and Regulations which a student must be noticed of and/or expected to comply with: _____
   _____
   _____

Signed: _____ Name: _____ Date: _____

STUDENT WAIVER OF LIABILITY

1. In consideration of the educational opportunity afforded to me by AGENCY, I hereby waive any claim for damages against AGENCY, its employees, and/or agents alleged to have resulted from any tortuous acts or omissions of AGENCY, its employees, and/or agents.

Signed: _____ Name: _____ Date: _____

2. In consideration of the educational opportunity afforded to me by DISTRICT, I hereby waive any claim for damages against DISTRICT, its employees and/or agents alleged to have resulted from any tortuous acts or omissions of DISTRICT, its employees and/or agents.

Signed: _____ Name: _____ Date: _____

VERIFICATION OF A NEGATIVE TB SKIN TEST

I have attached proof of my negative TB skin test. If my TB skin test was positive, I have attached proof of a negative TB chest x-ray.

Signed: _____ Name: _____ Date: _____

STUDENT ACKNOWLEDGEMENT OF CODE OF ETHICS AGREEMENT

1. The undersigned agrees to the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.
   In fulfillment of the obligation to the student, the educator:
   a. Shall not reasonably restrain the student from independent action in the pursuit of learning.
   b. Shall not unreasonably deny the student access to varying points of view.
   c. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
   d. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
   e. Shall not intentionally expose the student to embarrassment or disparagement.
   f. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religion beliefs, family, social, or cultural background, or sexual orientation, unfairly exclude any student from participation, deny benefits to any student and or grant any advantage to any student.
   g. Shall not use professional relationships with students for private advantage.
   h. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

2. The undersigned agrees to uphold the highest ideals of professional service.
   In fulfillment of the obligation to the profession, the educator:
   a. Shall not reasonably restrain the student from independent action in the pursuit of learning.
   b. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
   c. Shall not misrepresent his/her professional qualifications.
   d. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
   e. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
   f. Shall not assist a non-educator in the unauthorized practice of teaching.
   g. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
   h. Shall not knowingly make false or malicious statements about a colleague.
   i. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Signed: _____ Name: _____ Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 19, 2020

Agenda Section: Section D: Action Items

Board Of Education, Superintendent and District Goals for the School Year 2020-2021 (Dr. Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve the Board of Education, Superintendent and District Goals for the Year 2020-2021.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the Board of Education, Superintendent and District Goals for the Year 2020-2021.

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

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

ADDITIONAL MATERIALS:

Attached: OSD Goals 2020-2021

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

BOARD OF TRUSTEES

MONICA MADRIGAL LOPEZ
President

DEBRA M. CORDES
Clerk

JARELY LOPEZ
DENIS O'LEARY
VERONICA ROBLES-SOLIS

ADMINISTRATION

DR. KARLING AGUILERA-FORT
Superintendent

Dr. Edd Bond
Interim Assistant Superintendent
Human Resources and Support Services

DR. ANABOLENA DEGENNA
Assistant Superintendent
Educational Services

JANET PENANHOAT
Interim Assistant Superintendent
Business and Fiscal

District Goals 2020-2021 School Year

Academic Goals

- ***All Students Will Achieve High Academic Standards in a Nurturing, Creative Environment that Prepares Students for College and Career Opportunities***
- ***Students will demonstrate consistent academic growth in the district based assessments.***
- ***Students will demonstrate sustainable academic growth by moving one or two levels across the different bands in the SBAC. Increase the number of students meeting and exceeding standards. Additional three to five percent of the students will move from approaching to meeting and or exceeding standards.***
- ***(3 consecutive years)***
- ***Increase EL Growth & Reclassification rate by at least 5%***
- **Students** ***in Biliteracy will demonstrate language proficiency in Spanish and English.***
- ***Students will demonstrate mastery in the use of technology as learning tool.***

Technology & Information

- ***Design a Technology Plan that will highlight the management systems to be acquired and in place across departments, (Three (3) years project. To be initiated in 2020.***
- ***Maximize the use of Technology as a vehicle to maximize effectiveness, efficiency, productivity at all levels of the organization.***

COMMUNICATION

- ***Improve Communication with parents, community and staff.***
- ***Create systems of communication that are consistent among all schools in the District and that engages families of different backgrounds.***
- ***Improve District website to ensure easy access to information.***
- ***Family Engagement***
- ***Develop, enhance and continue implementation of consistent strategies to ensure parent involvement at the school and district level.***
- ***Realign Services for families to coordinate communication and collaboration amongst the different parent constituencies.***
- ***Develop a clear system to align services between the different support staff in order to guide and provide services to students and families.***

Leadership Development and Accountability:

- ***Design and Implement the OSD Leadership Development approach for Central Office and School Site Leaders.***
- ***Provide guidance to Central Office Leaders (Cabinet, Executive and Site Principals, Managerial) to support implementation of the District and Board goals.***

Facilities:

- **Continue Implementation of the Master Construct Plan.**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section D: Action Items

Approval of Technology TOSA Job Description (DeGenna)

Due to Covid 19 and the need to continue to improve our practices around Distance Learning, the instructional technology teacher on assignment has become more vital. Educational Services is seeking approval to hire an additional instructional Technology TOSA to help support teachers as they implement the core curriculum, and change assessments and instructional practice to a digital platform and develop their expertise in Blended Learning.

FISCAL IMPACT:

COVID 19 Mitigation Funds and Title IV

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the job description as outlined above.

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

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

ADDITIONAL MATERIALS:

Attached: Revised Technology TOSA job description

Technology TOSA - ~~Coach~~*** ESC Itinerate

Under the direction of the *Assistant Superintendent Educational Services,* ~~designated site principal and in collaboration with the Directors of Curriculum, State, and Federal Programs, Director of English Learner Services, and the Chief Information Officer, the Instructional Coaches~~ *the Technology TOSA* ~~Coach~~ will support and assist classroom teachers with the implementation of technology support for the district adopted core curriculum and district intervention programs.

The overarching goal of ~~Instructional~~ Technology *TOSA* ~~Coach~~ is to develop teacher capacity as defined by the California Standards of the Teaching Profession and to provide support toward improving student achievement.

Examples of Duties:

The ~~Instructional~~ *Technology TOSA* ~~Coach~~, K-~~6~~*5* ~~and/or 7-8~~, provides support to teachers and administrators in the implementation of technology support in *all cohort areas.* ~~English Language Arts (ELA), English Language Development (ELD) and/or mathematics, with an emphasis on English Learner (EL) students, and students who require intensive intervention support, including students with disabilities (SWD).~~ The ~~Instructional~~ Technology *TOSA* ~~Coach~~ supports the district's staff development plan, as outlined in the ~~Local Educational Agency Plan (LEAP),~~ *LCAP (Local Control Accountability Plan)* by providing professional development for teachers to improve instructional practice through coaching, demonstration lessons, presentations, and workshops. The ~~Instructional~~ Technology *TOSA* ~~Coach~~ assists with data analysis with regard to supporting the instructional needs of EL, SWD, *Foster Youth and students experiencing homelessness.* ~~and other students who need intervention~~.

Major Duties and Responsibilities

Site Level Support

Assists administrators and teachers with using current classroom technology and on-line assessment tools to support the district adopted core curriculum and district intervention programs.

Demonstrates model lessons incorporating classroom technology, and provides coaching and feedback to teachers to ensure that they have support in implementing programs that serve core and intervention level students.

Assists teachers and administrators in accessing and generating reports that are needed to make appropriate instructional decisions.

Assists teachers and grade-level teams with information about new technologies in reference to state and district assessments.

Assists teachers in incorporating classroom technology as part of Universal Access strategies and implementing research based best practices *in the implementation of all California State Standards.* ~~with EL and SWD students in ELA, ELD, and/or mathematics instruction.~~

Meets regularly with district administration to discuss student learning and to assist with the implementation of classroom technologies to support the core curriculum and intervention programs.

Supports administrators regarding site-level staff development activities related to classroom technology and on-line assessment tools.

Attends workshops and trainings related to further development of skills needed in this position.

~~Instructional Coaches will be in classrooms either modeling lessons or conducting focused observations at least 50% of each school day.~~

~~Instructional Technology Coach will co-plan with TOSA's on classroom technologies to support specific standards so that instruction is delivered using high leverage strategies for underperforming students.~~

~~Instructional~~ Technology *TOSA* Coach will attend monthly meetings with the Directors of Curriculum, State, and Federal Programs, Director of English Learner Services, ~~and~~ Chief Information Officer *and Educational Services Administrators.*

Assist with updating district's current on-line assessment databases.

Employment Standards:

• Ability to work well in a collaborative environment
• Demonstrate commitment to personal professional growth and learning

And

1. A Bachelor's degree

2. A valid and appropriate California Teaching Credential in compliance with the provisions of Title 5, Administrative Code, Sections 80002-80127 and California Education Code, Sections 44000-44665.

3. Possess the following personal qualities:

a. Ability to meet district standards for physical and mental health

b. Evidence of good moral character

c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance.

4. Such alternatives to the above qualifications as the District may find appropriate and acceptable.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort **Date of Meeting:** August 19, 2020

Agenda Section: Section A: Report

Discussion re: Spanish Language Board Meeting (Aguilera-Fort)

The Board of Trustees will engage in a discussion on the possibility of holding a future Special Board meeting in Spanish with translation into English and Mixteco.

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

It has been recommended that the Board of Trustees approves the possibility of holding a Special Board Meeting in Spanish with translation into English and Mixteco.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Consent Agenda

Rejection of Liability Claim: GHC0027511 (Bond/Magaña)

On November 6, 2019, the Oxnard School District received timely government claims on behalf of claimants.

The claimants allege on September 30, 2019, a vehicle incident occurred walking to a school. The claimants allege a dangerous condition of public property and general negligence of motor vehicle while crossing intersection.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Interim Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject George Hills Claim No. GHC0027511.

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

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Edd Bond **Date of Meeting:** August 19, 2020

Agenda Section: Section C: Consent Agenda

Rejection of Liability Claim: GHC0027511 (Bond/Magaña)

On February 28, 2020, the Oxnard School District received timely government claims on behalf of claimants.

The claimants allege a vehicle incident occurred at the crosswalk on Cooper Road and Anita Avenue. The claimants allege the intersection was in a dangerous condition at the time of the accident.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Power Authorities (JPA), it is the recommendation of the Interim Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustee agree to reject George Hills Claim No. GHC0027511.

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

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** August 19, 2020

Agenda Section: Section F: Board Policies, Second Reading

Approve Second Reading - BP 5116.2 Involuntary Student Transfers & BP/AR 6164.6 Identification and Education Under Section 504 (DeGenna)

Board Policy 5116.2 is new and a recommendation by CSBA (California School Board Association) to be added as a district policy. Board Policy and Administrative Regulation 6164.6 has revisions italicized and strikethrough's for changes recommended by CSBA and by district administration. These policies are being presented today for a second reading and adoption.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve and adopt BP 5116.2 Involuntary Student Transfers and BP/AR 6164.6 Identification and Education Under Section 504 as recommended above.

ADDITIONAL MATERIALS:

Attached: BP 5116.2 Involuntary Student Transfers (2 pages)
revised AR 6164.6 Identification and Education (8 pages)
revised BP 6164.6 Identification and Education (3 pages)

INVOLUNTARY STUDENT TRANSFERS

The Board of Trustees desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6173.3 - Education for Juvenile Court School Students)

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

Students Convicted of Violent Felony or Misdemeanor

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 6164.2 - Guidance and Counseling Services)

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

INVOLUNTARY STUDENT TRANSFERS (continued)

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)
Legal Reference:
EDUCATION CODE
35146 Closed sessions; student matters
48430-48438 Continuation classes, especially:
48432.5 Involuntary transfer to continuation school
48660-48666 Community day schools, especially:
48662 Involuntary transfer to community day school
48900 Grounds for suspension and expulsion
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Notice at beginning of term
PENAL CODE
667.5 Violent felony, definition
29805 Misdemeanors involving firearms
WELFARE AND INSTITUTIONS CODE
300 Minors subject to jurisdiction
602 Minors violating laws defining crime; ward of court

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

IDENTIFICATION AND EDUCATION UNDER SECTION 504

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Oxnard School District, Director of Pupil Services
1051 South A Street, Oxnard, CA 93030
805-385-1501 ext. 2161

Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

Free appropriate public education (FAPE~~) under Section 504 of the Rehabilitation Act of 1973~~ means the provision of ~~either~~ regular or special education and related aids and services designed to meet the ~~student's~~ individual educational needs *of a student with disabilities* as adequately as the needs of ~~nondisabled~~ students *without disabilities* are met, *at no cost to the student or his/her parent/guardian except when a fee is specifically authorized by law for all students*. (34 CFR 104.33)

(cf. 3260-Fees and Charges)

~~*Eligibility* to receive FAPE under Section 504~~ *Student with a disability* means a student has a physical or mental impairment which substantially limits one or more major life activities. (34 CFR 104.33)

~~*Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. (34 CFR 104.3)~~

Physical or mental impairment means any ~~of the following: (34 CFR 104.3)~~

~~1.~~ Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more ~~of the following~~ body systems~~:~~, *such as* neurological; musculosketal, special sense organs; respiratory, (including speech organs); cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine

~~2.~~*Mental impairment means any* ~~Any~~ mental or psychological disorder, such as *intellectual disability,* ~~mental retardation~~, organic brain syndrome, emotional or mental illness, and specific learning disabilities. (28 CFR 35.108)

Substantially limits major life activities means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself/herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending,

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. Major life activities also includes major bodily functions such as functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108)

Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. ~~Any student may be referred by a~~ *A* parent/guardian, teacher, other school employee, student success team, or community agency ~~for consideration of eligibility as a disabled student under Section 504. This referral may be made to the principal or 504 Coordinator.~~ *may refer a student to the principal or 504 Coordinator for identification as a student with a disability under Section 504.*

(cf. 6164.5 - Student Success Teams)

2. Upon receipt of a referral for eligibility, the principal, ~~or~~ 504 *Coordinator, or other qualified individual with expertise in the area of the student's suspected disability* shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including academic and nonacademic areas of the school program; consultation with the student's teacher(s), other professionals, and the parent/guardian, as appropriate; and analysis of the student's needs.

   If it is determined that an evaluation is unnecessary, the principal or 504 Coordinator shall inform the parents/guardians in writing of this decision and of the procedural safeguards, as described in the "Procedural Safeguards" section below.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

3. If it is determined that a *the* student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to initial placement ~~and before any significant change in placement~~. (34 CFR 104.35)

   Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent/guardian consent.

   The district's evaluation procedures shall ensure that tests and other evaluation materials: (34 CFR 104.35)

   a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers

   b. Are tailored to assess specific areas of educational need and are ~~not based solely on a single IQ score~~ *not merely designed to provide a single general intelligence quotient*

   c. Reflect *the student's* aptitude or achievement or whatever else the tests purport to measure *rather than his/her* ~~and do not reflect the student's~~ impaired sensory, manual, or speaking skills ~~unless the test is designed to measure these particular deficits~~ *except where those skills are the factors that the tests purport to measure*

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A multi-disciplinary 504 team shall be convened to review the evaluation data in order to make placement decisions.

   The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. (34 CFR 104.35)

   In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

   The parents/guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a disabled person under Section 504 and shall state the basis for the decision that no special services are presently needed. The student's parent/guardian shall be informed in writing of his/her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his/her individual needs. (34 CFR 104.34)

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame. . *The district shall adhere to this time frame regardless of any extended school breaks or times that school is otherwise not in session.*

6. A copy of the student's Section 504 services plan shall be kept in his/her student record. The student's teacher(s) and any other staff who provide services to the student shall be informed of the plan's requirements.

   If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5125 - Student Records)

Review and Reevaluation

~~1.~~ The 504 team shall monitor the progress of the student and, *at least annually, shall review* the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of *students without disabilities are met* ~~nondisabled students~~. ~~The team shall review the student's plan annually~~. In addition, ~~the student's~~ *each student with a disability* ~~eligibility~~ under Section 504 shall be reevaluated at least once every three years.

~~2.~~ A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Procedural Safeguards

Parents/guardians shall be notified in writing of all district decisions regarding the identification, evaluation, or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their right to: (34 CFR 104.36)

1. Examine relevant records

2. Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel

3. Have a review procedure

Notifications shall also detail the parent/guardian's right to file a grievance with the district over an alleged violation of Section 504; have an evaluation that draws on information from a variety of sources; be informed of any proposed actions related to eligibility and plan for services; receive all information in the parent/guardian's native language and primary mode of communication; periodic reevaluations and an evaluation before any significant change in program/service modifications; an impartial hearing if there is a disagreement with the district's proposed action; be represented by counsel in the impartial hearing process; and appeal the impartial hearing officer's decision.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

The Superintendent or designee shall notify the parents/guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. He/she also shall notify the parents/guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

If a parent/guardian disagrees with decisions regarding the identification, evaluation, or educational placement of his/her child under Section 504, he/she may request a Section 504 due process hearing in accordance with the following procedures:

~~1. Within 30 days after receipt of the district's decision with which the parent/guardian disagrees, the parent/guardian may request an administrative review of the decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue. This review shall be held within 14 days of receiving the parent/guardian's request.~~

~~2. If the parent/guardian chooses not to request an administrative review or if the review does not resolve the issue, the parent/guardian may request in writing a Section 504 due process hearing. The parent/guardian's request for a hearing shall be made within 30 days of receiving the district's decision or within 14 days of completion of the administrative review. The request shall include:~~

Prior to requesting a Section 504 due process hearing, the parent/guardian may, at his/her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The Coordinator shall designate an appropriate administrator to meet with the parent/guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent/guardian's request. If the parent/guardian is not satisfied with the resolution of the issue, or if the parent/guardian did not request an administrative review, he/she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent/guardian shall submit a written request to the Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:

a. The specific nature of the decision with which the parent/guardian disagrees

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

b. The specific relief the parent/guardian seeks

c. Any other information the parent/guardian believes pertinent

2. Within 30 days of receiving the parent/guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

~~The 504 Coordinator shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.~~

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

4. ~~Any party~~ *The parties* to the hearing shall be afforded the right to:

1. Be accompanied and advised by *legal* counsel and by individuals with special knowledge or training related to the problems of students who are qualified as disabled under Section 504

2. Present written and oral evidence

3. Question and cross-examine witnesses

4. Receive written findings by the hearing officer *stating the decision and explaining the reasons for the decision*

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents/guardians of the district's duty under Section 504. (34 CFR 104.32)

(cf. 5145.6 - Parental Notifications)

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Regulation
approved: November 16, 2011
Revised: August 19, 2020

OXNARD SCHOOL DISTRICT
Oxnard, California

IDENTIFICATION AND EDUCATION UNDER SECTION 504

~~The Board of Trustees recognizes the need to identify and evaluate children with disabilities in order to provide them with the services required by law.~~

The Board of Trustees believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. ~~The district shall provide a free appropriate public education to students who reside within the district and who are classified as disabled under Section 504 of the federal Rehabilitation Act of 1973.~~ Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of nondisabled students are met. (34 CFR 104.33)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 5141.24 - Administering Medication and Monitoring Health Conditions)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6145.5 - Student Organizations and Equal Access)

The district's local control and accountability plan shall include goals and specific actions to improve student achievement and other outcomes of students with disabilities. At least annually, the Superintendent or designee shall assess the district's progress in attaining the goals established for students with disabilities and shall report these results to the Board. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards"

section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Legal Reference:

EDUCATION CODE
49423.5 Specialized physical health care services
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plan
56043 Special education, timelines
56321 Assessment; development of IEP; parental notifications, consent
CODE OF REGULATIONS, TITLE 5
3051.12 Health and Nursing Services
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
705 Definitions; Vocational Rehabilitation Act
794 Rehabilitation Act of 1973, Section 504
CODE OF FEDERAL REGULATIONS, TITLE 34
104.1-104.61 Nondiscrimination on the basis of handicap, especially:
104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973
104.3 Definitions
104.32 Location and notification
104.33 Free appropriate public education
104.34 Educational setting
104.35 Evaluation and placement
104.36 Procedural safeguards
104.37 Nonacademic services
104.7 Responsible employee; grievance procedures
COURT DECISIONS
Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS
Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, November 2007
CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov

IDENTIFICATION AND EDUCATION UNDER SECTION 504

U.S. Department of Education, Office for Civil Rights:
http://www.ed.gov/about/offices/list/ocr/index.html?src=mr

Policy
adopted: November 16, 2011
Revised: August 19, 2020

OXNARD SCHOOL DISTRICT
Oxnard, California