OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President Mr. Ernest "Mo" Morrison, Clerk Mr. Denis O'Leary, Member Mrs. Veronica Robles-Solis, Member Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Dr. Cesar Morales District Superintendent Mrs. Janet C. Penanhoat Assistant Superintendent, Business & Fiscal Services Dr. Jesus Vaca Assistant Superintendent, Human Resources & Support Services Ms. Robin I. Freeman Assistant Superintendent, Educational Services

AGENDA #17 REGULAR BOARD MEETING Wednesday, June 6, 2018 5:00 p.m. – Study Session Closed Session to Follow 7:00 PM - Regular Board Meeting

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

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

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

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Section A PRELIMINARY

A.1 Call to Order and Roll Call

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL:

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

A.2 Pledge of Allegiance to the Flag and National Anthem

Mr. Andres Duran, Principal at Ramona School of Environmental Science, will introduce Cynthia Torres, 5th grader in Mr. David Llanes' class, and Ricardo Poblano, 3rd grader in Ms. Cristina Magallanes' class who will sing the National Anthem.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read in English by Giselle Balderas; then read in Spanish by Luisa Madrigal, both students 5th graders in Mr. David Llanes' class.

A.4 Presentation by Ramona School of Environmental Science

Mr. Duran will provide a short presentation to the Board regarding Ramona School. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

ROLL CALL VOTE:

Moved: Seconded: Vote:

Madrigal Lopez, Robles-Solis, O'Leary, Morrison, Cordes

A.6 Study Session – Oxnard School District 2018-2019 Local Control Accountability Plan (Freeman)

The Board of Trustees will receive a presentation on the Oxnard School District's 2018-2019 Local Control Accountability Plan (LCAP).

A.7 Closed Session – Public Participation/Comment (Limit three minutes per person per topic) Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

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

5:00 PM

Section A PRELIMINARY (continued)

A.8 Closed Session

- 1. Pursuant to Section 54956.9 of Government Code:
 - Conference with Legal Counsel Anticipated Litigation: 1 case
 - Conference with Legal Counsel Existing Litigation: 4 cases
 - Office of Administrative Services Case No. OAH 2017010078
 - Office of Administrative Services Case No. OAH 2018010933
 - Office of Administrative Services Case No. OAH 2018020116
 - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- 2. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator: Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – Administrators, Classified Management, Confidential
- 3. Pursuant to Section 54956.8 of the *Government Code*:

> Conference	with Real Property Negotiators (for acquisition of new school site):
Property:	Parcel located Teal Club Road, North of Teal Club Road, South of Doris
	Avenue
Agency	
Negotiators:	Superintendent/Assistant Superintendent, Business & Fiscal Services/
	Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating	
Parties:	Dennis Hardgrave on behalf of the property owners
Under	
Negotiations:	Instruction to agency negotiator on price and terms.

- 4. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 a. Resolution No. 17-45: Resolution of Intention to Immediately Suspend and to Dismiss
 - Reassignment, Appointment
 b. Appointment Recommendation: Principal, Middle School/K-8

A.9 Reconvene to Open Session

7:00 PM

Section A PRELIMINARY (continued)

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.

A.11 Recognition of Parent Volunteers of the Year (Dr. Morales)

The Board will recognize a Parent Volunteer of the Year from each of the District's schools for 2017-2018.

A.12 Recognition of Ventura County Teacher of the Year – Ms. Kirsten Barajas (Dr. Morales) The Board will recognize the Ventura County Teacher of the Year, Ms. Kirsten Barajas, 6th grade DLI Teacher at Soria School (K-8).

A.13 Oxnard SAIL Update (Freeman/Mitchell)

Oxnard's Educational Technology TOSA's will provide an update to the Board of Trustees on the progress of Oxnard SAIL. Oxnard SAIL is an engaging online professional learning experience developed uniquely for Oxnard School District teachers.

A.14 Review of Simultaneous Translation Services for Board Meetings (Morales)

The Board of Trustees will review the simultaneous translation services and consider if they would like to continue to provide the services to the public for the 2018-2019 fiscal year, beginning in August 2018.

Section B PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

B.2 Public Hearing – Oxnard School District 2018-19 Local Control Accountability Plan (Freeman)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2018-2019 Local Control Accountability Plan (LCAP) prior to its adoption at the June 20, 2018 board meeting.

B.3 Public Hearing – Oxnard School District 2018-19 Adopted Budget (Penanhoat/Crandall/ Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2018-2019 Adopted Budget prior to its adoption at the June 20, 2018 board meeting. Public Comment:

(continued)

B.4 Public Hearing – Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article XXVIII, Term, 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 2018-2019 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: Public Comment: Moved: Seconded: Board Discussion: Vote:

- Article III: Organizational Rights and Privileges
- Article VI: Leaves of Absence
- Article VII: Transfers and Reassignments
- Article IX: Evaluation
- Article XII: Class Size
- Article XIV: Partial and School-Wide Contract Variance
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term
- Article XXXI: Specialized Job Classification

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations with OEA for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

Madrigal Lopez,	Robles-Solis	_, O'Leary _	, Morrison_	, C	Cordes
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(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: Madrigal Lopez ____, Robles-Solis ___, O'Leary ___, Morrison ___, Cordes ____

	Dept/School
From Alpha Kappa; Alpha Inc. XI Kappa Omega Chapter, a donation of supplies	Ordaz
and volunteers to help revitalize Rose Avenue School's Garden of 13 garden	
planting beds and 12 tree baskets. A donation of garden green summer plants and	
flowers, garden soil, fertilizers, and gardening supplies.	
From The Friends of Camarillo Library, a donation of their over-flow books	Cwiklo
throughout the year. This year the books will be donated to the Oxnard School	
District K-5 schools. This donation will allow students to choose books, which	
in turn will support their reading over the summer vacation.	
2 Agreements	D //2 1 1
t is recommended that the Board approve the following agreements:	Dept/School
Academic:	
#17-312 with First 5 Ventura County, the purpose of the agreement is to facilitate	Morales
the collection, analysis, and sharing of data of students who have attended the	
State and NfL preschool programs from the 2013-14 through 2016-17 school	
years. The available data is listed on the attached agreement; no fiscal impact.	F
#17-314 with Learning Without Tears to provide professional development	Freeman Truax
regarding their Pre-K Readiness & Writing/Literacy & Math curriculum to staff at San Miguel School on June 28, 2018. San Miguel School will use this	Truax
curriculum during the 2018-2019 school year, amount not to exceed \$2,400.00,	
to be paid with Special Education Pre-School/Discretionary funds.	
Agreement/MOU #18-07, VCOE Language Arts Program - Department of	Freeman
Curriculum and Instruction will provide professional development to the Oxnard	Thomas
Scholars after school program staff. Trainings will occur once a month during the	
2018-19 school year, and will include information that will assist the Oxnard	
Scholars lead staff and Manager Special Programs in supporting the Oxnard	
Scholars staff with the implementation of Common Core State Standards, amount	
not to exceed \$16,800.00, to be paid with ASES Grant funds.	
Enrichment:	Freeman
Enrichment: #17-308 with Mad Science of Los Angeles, to participate in the Oxnard School	1 I Coman
#17-308 with Mad Science of Los Angeles, to participate in the Oxnard School	
#17-308 with Mad Science of Los Angeles, to participate in the Oxnard School District Summer School program to offer enrichment activities for students. Mad Science offers hands-on activities that help students understand and retain the science standards they are expected to learn for the statewide testing. Each Mad	Thomas
#17-308 with Mad Science of Los Angeles, to participate in the Oxnard School District Summer School program to offer enrichment activities for students. Mad Science offers hands-on activities that help students understand and retain the	

Thomas

Freeman/

Freeman/

Sugden

Thomas

Section C CONSENT AGENDA (continued)

C.2 Agreements (continued)

Enrichment:

•	#17-309 with Art Trek Inc., to provide art lessons for the Summer Writing and	Freeman/
	Science Camp offered to students in the Oxnard School District during summer	Thomas
	2018, amount not to exceed \$6,600.00, to be paid with ASES funds.	
•	#17-310 a partnership between Oxnard College and the Oxnard School District	Freeman/

- will provide opportunities to educate families about STEM careers and pathways at eight school sites still to be determined. It will also provide staff professional development for Oxnard School District teachers and administrators, support for STEM family events, build awareness and provide information sessions of the OC Promise/OC STEM and Project Acabado. The goal is to serve staff, students and families of Oxnard School District K-8 schools.
- #18-13 with DrumBus, LLC to provide hands-on musical activities for all students in the after school program and summer school in Oxnard School District with the specific goals of increasing communication skills, increasing students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills, July 1, 2018 through June 30, 2019, amount not to exceed \$55,000.00, to be paid with ASES funds.

Special Education:

#18-14 with PresenceLearning Inc., to provide supplemental clinical and therapy services to the Oxnard School District on an "as needed" basis. PresenceLearning Inc. will be responsible for payment of each of their service provider's wages and insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers, amount not to exceed \$65,000.00, to be paid with Special Education funds.

Support Services:

- #18-12 with AVID Center, to train and support educators in using proven practices in order to prepare students for success in high school, college, and a career, especially students traditionally underrepresented in higher education. Professional development is a critical component of the program and will be provided during the 2018-19 school year. This program is utilized in grades 6-8 in our K-8 and Middle Schools. We are adding the AVID Excel Program in order to support our EL students who can benefit from AVID strategies and still need English Language support. The professional development component for this program includes classroom visits, amount not to exceed \$5,100.00, to be paid with Title 1 funds.
- #18-15 with American Language Services to provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of July 1, 2018 through June 30, 2019, amount not to exceed \$15,000.00, to be paid with Title 1 funds.

(continued)

С.З	Ratification of Agreements	
It is	s recommended that the Board ratify the following agreements:	Dept/School
	richment:	
•	#17-315 with New West Symphony, along with volunteers from Oxnard Music Advocacy Group (OMAG), provided hands-on experiences with woodwinds and string instruments for 5th grade students at sixteen (16) school sites during the 2017-2018 school year, amount not to exceed \$4,000.00, to be paid with LCFF funds.	Freeman/ Curtis
Sne	ecial Education:	
->p\ ■	#17-307 with Ventura County Office of Education (VCOE), Special	Freeman/
	Circumstances Paraeducator Services (SCP), it is recommended that the Board of Trustees ratify the service agreements with VCOE for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, amount not to exceed \$49,715, to be paid with Special Education funds.	Sugden
•	#17-313 with DrumBus, LLC, to provide hands-on musical activities for Special Education students in Oxnard School District with the specific goals of increasing communication skills and students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills; amount not to exceed \$13,500.00, to be paid with Special Education funds.	Freeman/ Sugden
Sur	oport Services:	
•	#17-311 with Orange County Department of Education, this agreement is for work within the California SUMS initiative - Scaling Up Multi-Tiered System of Support (MTSS). OCDE is leading California's effort within the domain of MTSS, and is providing funding for districts to support this work. This grant will provide the opportunity for two teachers from Haydock Academy of Arts and Sciences to attend the 2018 MTSS Professional Learning Institute on July 24-26, 2018 in Sacramento.	Freeman/ Ridge
<i>.</i>		

C.4 Approval of Work Authorization Letter #1S to KENCO Construction Services for DSA Inspector of Record Services for the Elm Elementary School Reconstruction Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #1S for Master Agreement #13-128 with KENCO Construction Services, amount not to exceed \$179,520.00 to be paid out of the Master Construct and Implementation Funds.

C.5 Approval of Work Authorization Letter #5S to Earth Systems Southern California for Material Testing and Special Inspection Services for the Marshall New Classroom Building Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5S for Master Agreement #13-122 with Earth Systems Southern California, amount not to exceed \$23,400.00 to be paid out of the Master Construct and Implementation Funds.

(continued)

C.6 Approval of Work Authorization Letter #7 to Rincon Consultants Inc. to provide Environmental support services for the McKinna Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #7 to Agreement #13-131 with Rincon Consultants Inc. to provide environmental support services for the McKinna Project, amount not to exceed \$24,034.00 to be paid out of the Master Construct and Implementation Funds.

C.7 Ratification of Work Authorization Letter #7S to Earth Systems Southern California for Geotechnical Observation & Testing Services for the Harrington Early Child Development Center Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #7S for Master Agreement #13-122 with Earth Systems Southern California, amount not to exceed \$3,000.00, to be paid out of the Master CfW Construct and Implementation Funds.

C.8 Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-209 with Viola Incorporated to adjust costs for the Brekke Elementary School New Addition

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation #001 to Construction Services Agreement #17-209 with Viola Incorporated to provide Construction Services related to the Brekke Elementary School New Addition, amount not to exceed \$14,469.40, to be paid out of the Master Construct and Implementation Funds.

C.9 Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-212 with Viola Incorporated to adjust costs for the McAuliffe Elementary School New Addition

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-212 with Viola Incorporated to provide Construction Services related to the McAuliffe Elementary School New Addition, amount not to exceed \$14,469.40, to be paid out of the Master Construct and Implementation Funds.

(continued)

C.10 Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to adjust costs for the Ritchen Elementary School New Addition

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to provide Construction Services related to the Ritchen Elementary School New Addition, amount not to exceed \$11,854.71, to be paid out of the Master Construct and Implementation Funds.

C11 Approval of Field Contract #FC-P18-04817 – D&J Painting

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-04817 for \$35,400.00 with D&J Painting, to be paid with Deferred Maintenance Ongoing Maintenance funds.

C.12 Request for Approval of Increase to Meal Prices

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined. Dept/School Lugotoff

C.13 Resolution #17-44 – School Bus CNG Tank Replacement Grant Program

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Oxnard School District Board of Trustees adopt Resolution #17-44 for the Ventura County Air Pollution Control District's School Bus CNG Tank Replacement Program.

C.14 Approval of Amendment #2 to Agreement #17-34 – American Logistics Company, LLC

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Transportation, that the Board of Trustees approve Amendment #2 to Agreement #17-34 with American Logistics Company, LLC, in the amount not to exceed \$73,000.00 (\$65.00 per hour), to be paid out of the General Fund.

C.15 Disclosure of Collective Bargaining Agreement with CSEA

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, Dept/School that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for CSEA as presented.

C.16 Disclosure of Collective Bargaining Agreement with Management & Confidential

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, Dept/School that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for Management & Confidential Employees as presented.

(continued)

C.17 Disclosure of Collective Bargaining Agreement with OEA

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, Dept/School that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for OEA as presented.

C.18 Disclosure of Collective Bargaining Agreement with OSSA

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, Dept/School that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for OSSA as presented.

C.19 Approval of Amendment #1 to Agreement #17-107 – STAR of CA, ERA ED

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-107 between Oxnard School District and STAR of CA, ERA ED, amount not to exceed \$242,000.00, to be paid with Special Education funds.

C.20 Approval of Participant to Attend Out of State Spelling Bee – San Antonio, Texas

It is the recommendation of the Assistant Superintendent Educational Services and the	Dept/School
Director of Dual Language Program that the Board of Trustees approve this item as	Freeman/
presented, amount not to exceed \$4,000.00, to be paid with Title I funds.	DeGenna

C.21 Out of State Conference, 21st Annual Safe and Civil Schools National Conference in Portland, Oregon

It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the out of state conference attendance as outlined above., amount not to exceed \$60,000.00, to be paid with CHAMPS/PBIS funds and site funds.

C.22 Establish/Abolish/Reduce/Increase Hours of Positions

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the establishment, abolishment, Vaca and reduction of the positions, as presented.

C.23 Personnel Actions

It is the recommendation of the Assistant Superintendent, Human Resources & Dept/School Support Services that the Board of Trustees approve the Personnel Actions, as presented.

Section D ACTION ITEMS

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

D.1 Approval of Agreement #18-16 Flewelling & Moody Architecture Inc. (Penanhoat/Fateh)

It is the recommendation of the Assistant Superintendent, Business & Fiscal
Services, and the Director of Facilities, that the Board of Trustees approve
Agreement #18-16 with Flewelling & Moody Architecture Inc., amount not to
exceed \$120,000.00, to be paid with Deferred Maintenance funds.Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:

Vote:

Vote:

ROLL CALL VOTE:

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

D.2 Approval of Change Order No. 001 to Construction Services Agreement #16-199 with Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 001 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project, amount not to exceed \$800,022.00, to be paid out of the Master Construct and Implementation funds.

ROLL CALL VOTE:

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

D.3 Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 ("CSEA") 2017-18 Collective Bargaining Agreement (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the California Employees Association, Chapter 272, as presented, amount not to exceed \$375,319.00, to be paid from the General Fund. Public Comment: Presentation: Moved: Seconded: Board Discussion:

ROLL CALL VOTE:

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

D.4 Approval of the Revisions to the Oxnard School District and Oxnard Supportive Services Association ("OSSA") 2017-18 Collective Bargaining Agreement (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources
that the Board of Trustees adopt the revisions to the 2017-2018 Collective
Bargaining Agreement between the Oxnard School District and the Oxnard
Supportive Services Association, as presented, amount not to exceed
\$101,259.00, to be paid from the General Fund.Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

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

Vote:

Section D ACTION ITEMS

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

D.5 Approval of Revised 2017-18 Compensation for Management and Confidential Employees (Vaca)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-2018 compensation revisions, as indicated, amount not to exceed \$120,130.00, to be paid out of the General Fund. Board Discussion:

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

D.6 Approval of Employment Agreement for Assistant Superintendent, Educational Services/ Chief Academic Officer (Morales)

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

D.7 Approval of Employment Agreement Amendments for Cabinet Members (Morales)

It is the recommendation of the Superintendent that the Board of Trustees approve the Employment Agreement Amendments for the Superintendent; Assistant Superintendent, Business & Fiscal Services; and the Assistant Superintendent, Human Resources & Support Services. Seconded: Board Discussion:

Vote:

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

Section E APPROVAL OF MINUTES

E.1 Approval of Minutes

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

Moved: Seconded: Vote:

• March 15, 2017, regular board meeting

ROLL CALL VOTE:

Madrigal Lopez ,	Robles-Solis	, O'Learv	, Morrison	. Cordes	

Section F BOARD POLICIES

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

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

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

New BP & AR 3230	Business and Noninstructional Operations FEDERAL GRANT FUNDS	Penanhoat
Revision	Business and Noninstructional Operations	Penanhoat/
BP & AR 3553	FREE AND REDUCED PRICE MEALS	Lugotoff
Revision	Instruction	Freeman/
BP & AR 6171	TITLE I PROGRAMS	Thomas

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)	_
A brief report will be presented concerning noteworthy activities of district	Notes:
staff, matters of general interest to the Board, and pertinent and timely state	
and federal legislation.	
C	
G.2 Trustees' Announcements (3 minutes each speaker)	
The trustees' report is provided for the purpose of making announcements,	Notes:
providing conference and visitation summaries, coordinating meeting	
dates, identifying board representation on committees, and providing other	
information of general interest.	
G.3 ADJOURNMENT	
	Moved:
	Seconded:
	Vote:
ROLL CALL VOTE:	
Madrigal Lopez, Robles-Solis, O'Leary, Morrison	Cordes
Madrigar Lopez, Robies Sons, O Leary, Morrison	



Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

Board Adopted 10-19-16

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 6/6/18

- A. Preliminary Study Session <u>X</u> Report
- B. Hearing: _____C. Consent Agenda _____
 - Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities
- E. Approval of Minutes

D.

F. Board Policies 1^{st} Reading 2^{nd} Reading

OXNARD SCHOOL DISTRICT 2018-19 LOCAL CONTROL ACCOUNTABILITY PLAN (Freeman)

The Board of Trustees will receive a presentation on the Oxnard School District's Local Control Accountability Plan (LCAP) for 2018-2019.

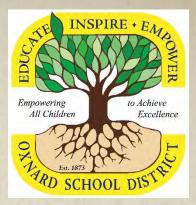
FISCAL IMPACT: N/A

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

PowerPoint



LOCAL CONTROL ACCOUNTABILITY PLAN

ROBIN I FREEMAN

JUNE 6, 2018

BOARD STUDY SESSION

ACTIONS AND SERVICES – GOAL 1 All students will reach high academic standards in reading and mathematics

- 1.1 5 English Learner Teachers on Special Assignment 5 maestros en asignación especial para aprendices de inglés
- 1.2 English Language Development Professional Development Desarrollo profesional en el área de Desarrollo del idioma inglés
- 1.3 English Learner Monitoring Software and Training Software y capacitación para la supervisión de los estudiantes aprendices de inglés
- 1.4 Professional Development for Teachers of English Learners in 6th 8th Software y capacitación para la supervisión de los estudiantes aprendices de inglés
- 1.5 Director of <u>D</u>ual <u>L</u>anguage <u>I</u>mmersion Director de Educación Bilingüe.
- 1.6 Professional Development for <u>DLI</u> teachers Desarrollo profesional para los maestros del Programa de Educación Bilingüe (DLI)
- 1.7 Transitional Bilingual Education Program Analysis
 Análisis del Programa educativo de transición bilingüe
- 1.8 Professional Development in Biliteracy Instruction Desarrollo profesional en el área de instrucción de lectoescritura bilingüe



ACTIONS AND SERVICES – GOAL 1

- 1.9 Ready, Set, Go Programa Ready, Set, Go
- 1.10 Newcomer Support Apoyo a los estudiantes recién llegados
- 1.11 English Learner Master Plan Implementation Implementación del Plan Maestro para Estudiantes Aprendices de Inglés
- 1.12 Migrant Recruiter Registrador de Programa Migrante
- 1.13 Summer School for Intervention and Enrichment Escuela de verano para intervención y enriquecimiento
- 1.14 Math & Technology Mentors Mentores de matemáticas y tecnología.
- 1.15 Core Textbook Adoption History Social Science
 6-8 Adopción de libros de texto de las materias fundamentales: Historia Ciencias Sociales 6^{to} a 8^{vo} grado.



ACTIONS AND SERVICES – GOAL 1

- 1.16 Grade Span Adjustment Ajuste de los tramos de los grados escolares.
- 1.17 Site Based Funds to Support Site Incentives & Parent Education Financiamiento asignado a las escuelas para apoyar los incentivos del plantel y la capacitación de los padres
- 1.18 STAR 360, Accelerated Reader & MyON Programas STAR 360, Accelerated Reader & MyON.
- 1.19 Technology Replacement Reemplazo de dispositivos electrónicos.
- 1.20 Maintain 27 Special Education Staff Mantener los 27 miembros del personal de educación especial
- 1.21 20 TOSA's (Teacher on Special Assignment) 20 Maestros en Asignación Especial
- 1.22 Technology TOSAs TOSA de tecnología



ACTIONS AND SERVICES – GOAL 1 ALL STUDENTS WILL REACH HIGH ACADEMIC STANDARDS I

- 1.23 AVID Tutors and Training Tutores y capacitación para el programa de avance por determinación individual (AVID)
- 1.24 Competitive Salary & Benefits Paquetes de salarios y beneficios competitivos
- 1.25 Increase Recruitment Efforts Incrementar los esfuerzos de reclutamiento
- 1.26 PR Campaign for Preschool Recruitment Campaña de RP para promover la inscripción en el prescolar
- 1.27 Classified Employees Training for Certificated Hard-to-Fill Positions Empleados clasificados – Capacitación para obtención de credenciales y licenciaturas para puestos de difícil contratación.
- 1.28 New Teacher Training Capacitación de maestros nuevos.
- 1.29 Common Core Training in Writing for Kindergarten Teachers Capacitación en los estándares fundamentales comunes en escritura para maestros de kindergarten.



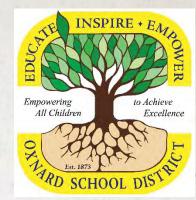
ACTIONS AND SERVICES – GOAL 1 All students will reach high academic standards in reading and mathematics

- 1.30 Professional Development for Reading Specialists Desarrollo profesional para especialistas en lectura
- 1.31 Interim Assessment Block Training Capacitación en el bloque de evaluación interino
- 1.32 AVID EXCEL follow up training Capacitación de seguimiento del programa AVID EXCEL
- 1.33 Training for K-1 SEI Teachers Capacitación para maestros en el área de instrucción contextualizada de inglés (SEI) de K a 1^{er} grado
- 1.34 Leadership Training for Principals Capacitación de liderazgo para directores
- 1.35 Math Mindset Professional Development Desarrollo profesional en el área de mentalidad matemática
- 1.36 One on One Coaching for principals Asesoría individual para directores



ACTIONS AND SERVICES – GOAL 1

- 1.37 Professional Development for Newcomer Academy teachers Desarrollo profesional para los maestros de la Academia de recién llegados
- 1.38 LTEL Mentoring Program at Middle Schools Programa de mentores para aprendices de inglés de largo plazo (LTEL) en las escuelas secundarias
- 1.39 Implement AVID EXCEL Implementación del programa AVID EXCEL
- 1.40 District 1:1 Device Program Programa depositivos individuales del distrito
- 1.41 17 Reading Specialist 17 especialistas en lectura



ACTIONS AND SERVICES – GOAL 2

THE SOCIAL-EMOTIONAL HEALTH AND WELL-BEING NEEDS OF STUDENTS WILL BE MET IN A LEARNING ENVIRONMENT THAT IS SAFE, DRUG-FREE AND CONDUCIVE TO LEARNING.

- 2.1 District Positive Behavior Intervention and Support (PBIS) CommitteeComité de Intervención y Apoyo de la Conducta Positiva (PBIS) del Distrito
- 2.2 PBIS Committee @ Each School Site Comité PBIS en cada plantel escolar
- 2.3 CHAMPS District Wide CHAMPS en todo el Distrito
- 2.4 Professional Development for Cultural Awareness and Proficiency Desarrollo profesional sobre conciencia y competencia cultural
- 2.5 Art & Music Teachers on Special Assignment Maestros en asignación especial de arte y música
- 2.6 Indigenous Student Support Connection with Indigenous Community Apoyo a los estudiantes indígenas – Contacto con la comunidad indígena
- 2.7 K-8 After School Opportunities Oportunidades de programas después de la escuela de K a 8^{vo} grado
- 2.8 Behavioral Specialist Positions (2) Puestos de Especialistas en Conducta (2)



ACTIONS AND SERVICES – GOAL 2 THE SOCIAL-EMOTIONAL HEALTH AND WELL-BEING NEEDS OF STUDENTS WILL BE MET IN A LEARNING ENVIRONMENT THAT IS SAFE, DRUG-FREE AND CONDUCIVE TO LEARNING.

- 2.9 Deferred Maintenance Plan Plan de mantenimiento diferido
- 2.10 School Resource Officers add one additional Officer Oficiales de Recursos Escolares – agregar 1 oficial adicional
- 2.11 Campus Supervision Supervisión del campus
- 2.12 Nurses Personal de enfermería
- 2.13 Health Assistants *Técnicos de salud*
- 2.14 Late Bus Route Ruta de autobús más tarde para los programas después de clases
- 2.15 Counselors Consejeros escolares



ACTIONS AND SERVICES – GOAL 2 THE SOCIAL-EMOTIONAL HEALTH AND WELL-BEING NEEDS OF STUDENTS WILL BE MET IN A LEARNING ENVIRONMENT THAT IS SAFE, DRUG-FREE AND CONDUCIVE TO LEARNING.

- <u>2.16</u> Breakfast Program
 <u>Programa de desayuno.</u>
- 2.17 Outreach Consultant Consultor de Alcance Comunitario
- 2.18 Restorative Justice Professional Development Desarrollo profesional en Justicia Restaurativa
- 2.19 Transportation to Academies Transporte a las academias
- 2.20 Transportation for Foster Youth Transporte para los jóvenes en hogares temporales.
- 2.21 PDAP Palmer Drug and Alcohol Prevention Prevención del abuso de drogas y alcohol Palmer (PDAP)
- 2.22 Thrive Program Programa Thrive



ACTIONS AND SERVICES – GOAL 2

THE SOCIAL-EMOTIONAL HEALTH AND WELL-BEING NEEDS OF STUDENTS WILL BE MET IN A LEARNING ENVIRONMENT THAT IS SAFE, DRUG-FREE AND CONDUCIVE TO LEARNING.

- 2.23 Transportation, Food (Backpack Program), Clothes for McKinney Vento Transporte, Alimentación (Programa de mochilas con alimentos), Ropa – Ley McKinney Vento
- 2.24 School Safety K-9 Seguridad de escuela programa K-9
- 2.25 Licensed Marriage and Family Therapist Trabador Social Clínico Licenciado
- 2.26 TUPE (Tobacco Use Prevention Education) Educación para la prevención del uso de tabaco (TUPE)
- 2.27 NCPI Crisis Prevention and Intervention NCPI – Intervención y prevención no violenta de crisis
- 2.28 Therapeutic drumming *Terapia de tambores*



ACTIONS AND SERVICES – GOAL 3

FAMILIES WILL BE WELCOMED AND AFFORDED MEANINGFUL AND PRODUCTIVE OPPORTUNITIES TO PARTICIPATE IN THEIR CHILD'S ACADEMIC AND SOCIAL-EMOTIONAL GROWTH.

- 3.1 Parent Communication Comunicación con los padres
- 3.2 Community Liaison Enlace Comunitario
- 3.3 Site Based Funds for Parent Training *Financiamiento asignados a las escuelas para capacitación de los padres*
- 3.4 Mixteco Translators (2) Traductores de Mixteco (2)
- 3.5 Bilingual Parent Support Services Liaison Enlace familiar bilingüe de servicios de apoyo a los padres
- 3.6 Public Information Officer Oficial de Información Pública
- 3.7 Continuation of Project 2 Inspire classes Continuación de las clases del Proyecto 2 Inspire



Brekke School



Volunteer Parent of the Year: Maria Vicencio



Ms. Maria Vicencio is a parent who has been volunteering in Mrs. Monis' 1st grade class throughout the school year. She has been very helpful and enthusiastic during the time she is in the classroom. She has a positive attitude and is willing to help in any capacity needed.

--Bertha Anguiano, Principal

Elm School



Volunteer Parent of the Year: Jessica Carrillo



It is with tremendous gratification that I recommend Mrs. Jessica Carrillo as our Elm School Parent Volunteer of the 2017-2018 School Year Award. Jessica stepped up this school year to be our PTA treasurer in order to make field trips and activities happen for our Leopards. She led and managed a PTA fundraiser of which turned out to be a success! Mrs. Carrillo sees her role as an Elm parent that advocates not only for her own children, but for the benefit of all students' we service. You are a super-star and are greatly appreciated!

--- Leticia Ramos, P<mark>rincipal</mark>

Harrington School



Volunteer Parent of the Year: Maria Mondragon



Mrs. Mondragon was one of the first parents I met when I arrived three years ago, and I am glad that she continues to be a vocal and active parent at Harrington School. She is active in our PTA as well as our School Site Council. She is also participating in the district sponsored Project 2 Inspire and will soon be training other parents in our district. We are very proud of her accomplishments.

---Luis Ramirez, Principal

Marina West School

Volunteer Parent of the Year: Therese Gonzales



It is my pleasure to nominate Mrs. Gonzales as our Parent Volunteer for the 2017-2018 school year. Mrs. Gonzales has been an active member of the Marina West Family. She is a Board Member of our PTA, helps with fund-raisers and in the classroom. Mrs. Gonzales helped organize and raise funds for all of our 5th grade students to be able to take a field trip to our local Channel Islands. Mrs. Gonzales is always willing to lend a helping hand wherever it is needed.

---Jorge Mares, Principal

Marshall School



Volunteer Parent of the Year: Lucy Castillo



Ms. Lucy Castillo is chosen for this award because she has dedicated herself to volunteering for the past 3 years. She has served as LCAP parent representative, has been an active PTA member, helped with PTA Fall Carnival and is in charge of the PTA membership. Recently, she participated in INSPIRE and is completing the program. Ms. Castillo is greatly appreciated by our school!

---Dr. Marlene Breitenbach, Principal

McAuliffe School



Volunteer Parent of the Year: Holly Rey



Ms. Holly Rey serves as McAuliffe School's PTA President. She brings energy, hard work and a heart for children. We are indebted to her for her service.

"Nothing you ever do for children is ever wasted." Garrison Keillor

---Mary A. Elisondo, Principal

McKinna School



Volunteer Parent of the Year: Susana Lopez



Ms. Susana Lopez is an example of dedication and commitment. She holds positions in every school committee such as SSC, ELAC, PTA and participates in every school event. Whether as a volunteer or a participant, she makes the time to support her child, her teacher, and our school. We are so lucky to have her supporting our students and school.

---Wendy Garner, Principal

Ramona School



Volunteer Parent of the Year: **Bernadette Rodriguez**



Mrs. Bernadette Rodriguez is our current PTA treasurer, SSC member, and Yearbook advisor. Mrs. Rodriguez is extremely organized, efficient, and selfless with her time. In addition, she s a great attitude, always smiling, and extremely easy to work with and one of our best volunteers. The Ramona students and faculty thank you for your time and commitment to the betterment of our community.

---Dr. Andres Duran, Principal

Emilie Ritchen School



Volunteer Parent of the Year: Florencia Zavala



Ms. Florencia Zavala has served a critical role in promoting parent engagement, specifically for our English Learner families. She has demonstrated exemplary leadership skills with supporting our English Learner Advisory Committee (ELAC) in her role as secretary and serves as our school site representative for the District English Learner Advisory Committee (DELAC). Ms. Zavala is dedicated and committed to supporting her four children that attend Ritchen, as well as providing ongoing assistance to the school to improve learning outcomes for all students.

---Dr. Andrés Santamaría, Principal

Rose Avenue School



Volunteer Parent of the Year: Cynthia Aguilera



Ms. Aguilera is actively involved in all school and PTA activities. You often see her actively involved with our parent and student community as she works arduously to sell and secure funds as the vicepresident of fundraising. She is very active in our school's PTA; always seeking to motivate other parents to volunteer and become more involved in their child's education, achievement and success. She brings great contributions to the success of all our students at Rose Avenue School.

---Pablo Ordaz, Princ<mark>ipal</mark>

San Miguel School



Volunteer Parent of the Year: Hilda Putzel



Ms. Hilda Putzel served this year as San Miguel School's Parent Advisory Committee member. She has collected toys, books and other school related items from her daughter's Girl Scout troop and donated them to the students at San Miguel School. Ms. Putzel is always willing to share new ideas with school administration and support staff that may better support fellow parents of students with special needs.

---Mary Truax, Special Ed Manager

Sierra Linda School



Volunteer Parent of the Year: Esmeralda Torres



As a member of the PTA board, Ms. Esmeralda Torres has volunteered countless hours in order to organize fundraisers and staff appreciation events. She is always willing to help support students, staff and other parents. She actively recruited our bilingual parents to become members of PTA, thus doubling our membership for this year! We are very lucky to have her as a volunteer.

---Carmen Serrano, Principal

R.J. Frank School



Volunteer Parent of the Year: Michele Laguna



Mrs. Michele Laguna has been a wonderful asset to RJ Frank. Her generosity and support are greatly appreciated from her participation in Frank's PTO meetings where she contributes with great ideas to her and her husband Gabriel's generosity and donations to our school events. She also helps and supports the coordination of Frank's Annual McTeacher Night, where she insures that the event is always a joy and a success.

---Dr. Richard Caldwell, Principal

Fremont School



Volunteer Parent of the Year: **Iva Zeman**



Mrs. Zeman has always been a very active parent. She is always willing to come and help at the school for all events throughout the school year. She assists the teachers in their classrooms and goes above and beyond as a parent volunteer.

---Chantal A. Witherspoon, Principal

Haydock School



Volunteer Parent of the Year: Jessica Vargas



Ms. Jessica Vargas has been an outstanding supporter of Haydock Academy over the past year. Ms. Vargas has put in many hours leading the PTA Book Fair, volunteering at the Ability Awareness Fair, and participating in School Site Council, ELAC, and PTA. We thank Ms. Vargas for her positive energy and for helping to make Haydock a great place for students.

---Greg Brisbine, Principal

Cesar Chavez School



Volunteer Parent of the Year: Camila Gomez



Sra. Gomez es una de las personas importantes de nuestra escuela Cesar Chavez. She attends parent meetings and gives all students and families a voice, especially our students who are English Learners and those in the biliteracy program. She is always supportive, helping our school in all events, and contributes valuable ideas and positive solutions. Muchas gracias por todo, Sra. Gomez.

--- Brasili<mark>a Perez, Principal</mark>

Curren School



Volunteer Parent of the Year: Ambrosio Casanova



Mr. Casanova serves on our School Site Council where he shares opportunities for our students to volunteer and visit the Air Force program housed at our local Navy Base. He was instrumental in gaining laptops and desktop computer donations for our school. Mr. Casanova is organizing a volunteer tutoring group made up of officers from the Air Force. Thank you Mr. Casanova for your support.

---Christine McDaniels, Principal

Driffill School



Volunteer Parent of the Year: Carina Torres



Mrs. Carina Torres works with our ELAC team and volunteers for all of our school events. She helps with field trips, school events and has recently completed Project 2 Inspire. She is a lead parent and we wish to have more like her setting the example for all. Thank you Mrs. Torres from all of the Driffill Rams.

---Carol Flores Beck, Principal

Kamala School



Volunteer Parent of the Year: Patricia Vargas



Ms. Vargas has been an exceptional assistance in ALL parent committees. She serves as the ELAC president, as a member of the School Site Council, and as a member of the PTA board. When something needs to be done, Ms. Vargas is always there to volunteer her support and help. She is a welcome smile each morning at drop off and always helps to start the day on a wonderful note!

---Dr. Jodi Nocero, Principal

Lemonwood School



Volunteer Parent of the Year: Mirna Rojas Moreno



Ms. Rojas was elected as our DELAC rep this year. She is often found at parent meetings with a smile for all, sharing what's happened at DELAC and urging others to be involved at Lemonwood! She has just graduated from Project to Inspire, Level 3, and attended CABE with a group of parents over Spring Break. Her leadership is motivating other parents to follow in her footsteps! We look forward to MANY years ahead with Ms. Rojas!

---Sally Wennes, Principal

Juan Soria School



Volunteer Parent of the Year: Maryann Rodriguez



Ms. Rodriguez has volunteered countless hours to coaching Soria's Cheerleader and Squad Team. Her dedication and commitment towards Soria's students is evident in her interactions with them and their families. Ms. Rodriguez embodies the true Aztec spirit of cooperation and teamwork. It is an honor to have her as part of the Aztec family.

---Aracely Fox, Principal



To all Volunteer Parents/Guardians of the Year...



OSD BOARD AGENDA ITEM

Name of Co	ntributor: Robin I Freeman		Date of Meeting:	6/6/18
Clos A-1. Prel A-II. Rep	ly Session: sed Session iminary _X orts rings			
C. Con	sent Agenda A	greement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities		
D. Acti	on Items			
F. Boa	rd Policies 1 st Reading 2	nd Reading		
Update on (Oxnard SAIL		(Free	man/Mitchell)

Oxnard's Educational Technology TOSA's will provide an update to the board on the progress of Oxnard SAIL. Oxnard SAIL is an engaging online professional learning experience developed uniquely for Oxnard teachers.

ADDITIONAL MATERIALS:

Attached: PowerPoint

Self-directed Active Individualized Learning

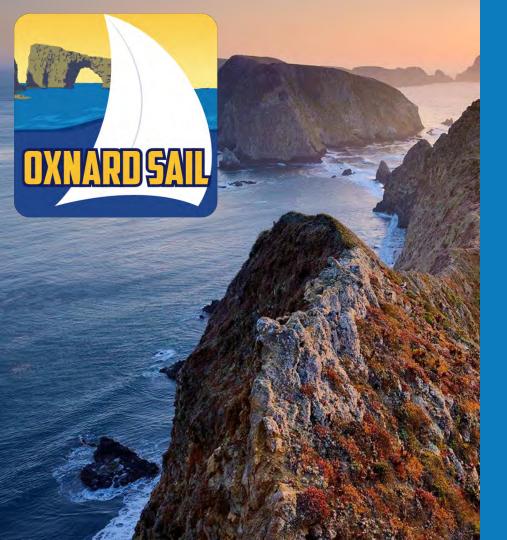


Set SAIL on your Professional Learning Voyage!



A gamified, online, and blended alternative to face to face instruction

A fun solution that engages learners with choice in their Professional Development



Scalable:

- Train an entire staff with consistent messaging
- Keep training content current

Evidence Based:

- Activities are competencybased and require demonstration of application
- Don't have to wonder if players are learning...we know they are based on evidence submitted



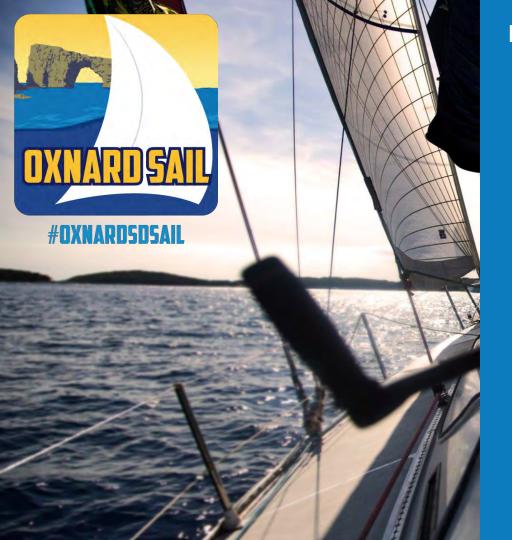


Personalization:

- Learner choice of content
- Appeals to all skill levels
- Flexible delivery model
- Players receive corrective feedback

Branding:

- Unique theme specific to Oxnard and our local coast
- Supports professional learning networks via #OxnardSDSAIL



Players:

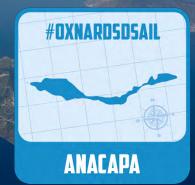
- SAIL is voluntary, online, and self-paced
- Play anytime, anywhere, from any device
- Complete activities within meaningful missions to Level-Up!
- Players choose which activities to play and can complete them in minutes!

How SAIL Works



Teachers increase skill mastery and expand their knowledge as they level up!

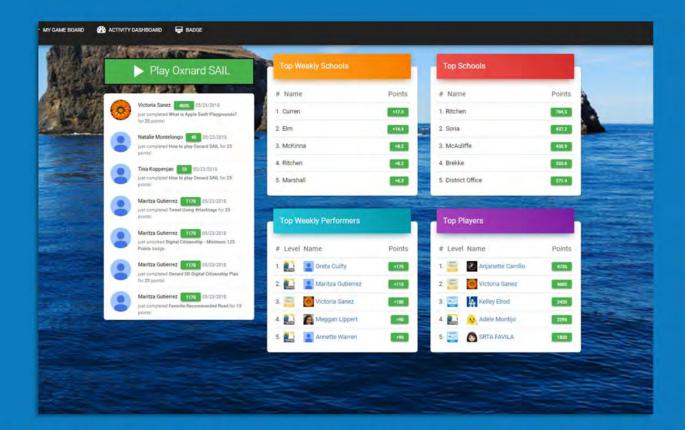
- Level I: Anacapa
- Level 2: Santa Cruz
- Level 3: Santa Rosa
- Level 4: San Miguel
- Level 5: Santa Barbara



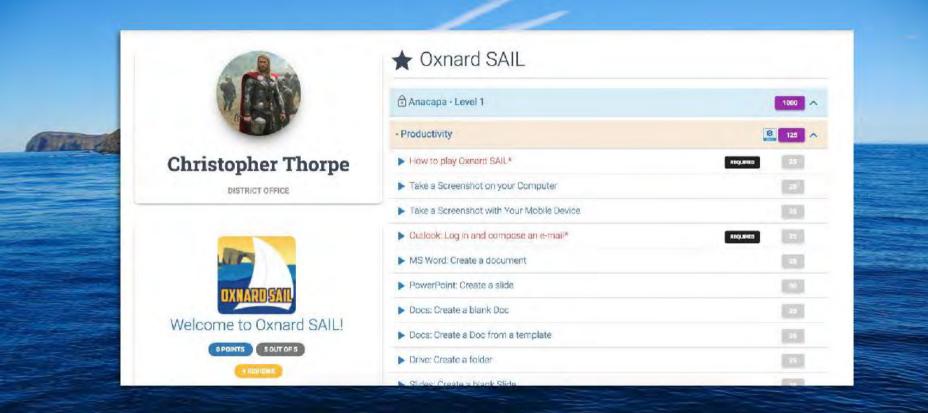
SAIL the Channel Islands!



Teachers choose from activities within missions that are meaningful to them



SAIL Dashboard- Quickly see top schools and players overall and for the week



SAIL Game board- Players easily select an activity to engage in learning.

School Performance Report

Mater Theorem Incapability were 200 mm data.

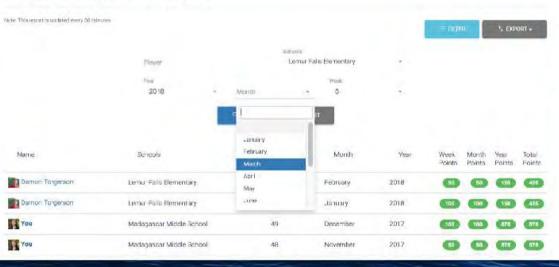
Schools	Weak	Month
Madagascar Middle School	49	December
Madagaşdar Middle Sehool	48	November
Madagascar Middle School	47	November
Madagascer Middle School	45	November
Madagascar Middle School	44	October
Medagascar Middle School	41	October
Madagascar Middle School	40	October
Madagascar Middle School	30	duty

IL EXFORT -

Month Year

12 Tomara

Player Performance Report



SAIL Reporting - Performance Tracking by Level, Activity, School and Player



The Game:

- Launch Date: May 13th
- Strong promotion and digital presence
- 306 Players
- 2,300+ Completed Activities
- Fun incentives



Future:

- Integration into new teacher training
- Can be customized to support specific needs
- Integrate games tailored to leadership, classified, and students!

Questions?



SELF-DIRECTED ACTIVE INDIVIDUALIZED LEARNING #OXNARDSDSAIL

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 6/6/18

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

Review of Simultaneous Translation Services for Board Meetings (Morales)

The District is in its sixth year of outsourcing the work of providing simultaneous translation services for the board meetings in Spanish. *All Languages Interpreting and Translating* has provided simultaneous translating services for the regular board meetings since September 5, 2012 through June 20, 2018.

It is now time for the Board of Trustees to discuss and consider if they wish to continue with these services or provide direction to administration of other avenues they would like to explore. If the Board of Trustees provides direction to continue with the above mentioned services, an agreement will be brought to the Board for approval at the June 20, 2018 board meeting.

FISCAL IMPACT:

The cost for services will remain the same as the previous agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount would not exceed \$13,000.00, to be paid with General Funds.

RECOMMENDATION:

The Board of Trustees will review the simultaneous translation services and consider if they would like to continue to provide the services to the public for the 2018-2019 fiscal year, beginning in August 2018.

ADDITIONAL MATERIALS:

Quote for Services

ALL LANGUAGES INTERPRETING AND TRANSLATING LOURDES GONZÁLEZ CAMPBELL 701 E. SANTA CLARA STREET, SUITE #47 - VENTURA, CALIFORNIA 93001 805 654-0509 - LANGUAGE@IMPULSE.NET - FACSIMILE 805 293-8524

QUOTE FOR SERVICES

April 24, 2018

Presented to:

MS. PATRICIA LOMELI OXNARD SCHOOL DISTRICT OFFICE OF THE SUPERINTENDENT ADMINISTRATIVE ASSISTANT 1051 SOUTH A STREET OXNARD, CALIFORNIA, 93030

As requested, we will provide the following services for the Board Meetings.

- Two Professional Conference Interpreters The interpretation will be simultaneous.
- 2. Fees:

Fee for two interpreters: First interpreter:	\$400.00	
Second interpreter	\$240.00	
Total with two interpreters		<u>\$ 640.00</u>

This fee covers the first three hours; additional time will be prorated hourly - \$213.33 per additional hour or portion thereof.

Our fee for the services we provide will not change.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. During the last few weeks we have provided interpreters in Arabic, Thai, Vietnamese, Russian, Korean. Mixteco, Farsi, Armenian, Tagalog, Sign Language, other languages are also available. Our services are mostly used during IEP meetings with parents and students. We have also translated documents for the Special Education Departments of various High Schools in the area.

Thank you very much for continuing to use our services. It has been a pleasure to interpret for your District.

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name	e of Contributor: Robin I. Freeman	Date of Meeting: 6/6/18
А.	Preliminary Study Session Report	
B.	Hearing: \underline{X}	
C.	Consent Agenda	
	Agreement Cate Academic Enrichment Special Edu Support Ser Personnel Legal Facilities	cation
D. E. F.	Action Items Approval of Minutes Board Policies 1 st Reading 2 nd Read	ing

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2018-19 LOCAL CONTROL AND ACCOUNTABILITY PLAN (Freeman)

In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2018-19 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 20, 2018 Board Meeting.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees open the public comment period for the Oxnard School District 2018-19 Local Control and Accountability Plan.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6, 2018

STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-11: REPORTS	=
SECTION A-II: REPORTS	v
	_ <u>X</u>
SECTION C: CONSENT AGENDA	Agreement Category:
	Academic
	Enrichment
	Special Education
	Support Services
	Personnel
	Legal
	Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES	1 ST Reading 2 nd Reading

PUBLIC HEARING: OXNARD SCHOOL DISTRICT 2018-19 BUDGET (Penanhoat/Crandall Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2018-19 Adopted Budget prior to its adoption at the June 20, 2018 Board meeting.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2018-19 Adopted Budget.

ADDITIONAL MATERIAL

Attached: None.

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: June 6, 2018

A.	Preliminary		
	Study Session		
	Report		
B.	Hearing:	<u>X</u>	
C.	Consent Agenda		
E.	Approval of Minutes		
F.	Board Policies	1 st Reading	2 nd Reading

Conduct Public Hearing re: Sunshine of the Oxnard Educators Association (OEA) and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article XXVIII, Term, 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 2018-2019 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 III: Organizational Rights and Privileges
- Article VI: Leaves of Absence
- Article VII: Transfers and Reassignments
- Article IX: Evaluation
- Article XII: Class Size
- Article XIV: Partial and School-Wide Contract Variance
- Article XIX: Salaries
- Article XX: Employee Benefits
- Article XXVIII: Term
- Article XXXI: Specialized Job Classification

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2018-19 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 5/3/18 (two pages)
- Letter to OEA Bargaining Chair dated 5/1/18 (two pages)
- District's Initial Bargaining Proposals to OEA for 2018-19 (one page)
- Letter dated 5/1/18 from OEA Bargaining Chair to District, including OEA 2018-19 Proposals (two pages)



OXNARD SCHOOL DISTRICT

11051 South "A" Street
Oxnard, California 93030
805/385-1501

May 3, 2018

Debra M. Cordes 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 Section 3547

Dear President Cordes,

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 2018-2019 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. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator Janet Penanhoat, Deputy Superintendent, Business & Fiscal Services Dr. Edd Bond, Director, Certificated Human Resources Dr. Jodi Nocero, Principal, K-8 Representative Greg Brisbine, Principal, Middle School Representative Dr. Ana DeGenna, Director, Dual Language Programs

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), 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 bargaining agreement, no sooner than March 15, 2018 or March 15 of any successive year, and no later than April 15, 2018 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. JESUS VACA Assistant Superintendent Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

11051 South "A" Street Oxnard, California 93030 • 805/385-1501

May 1, 2018

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 Section 3547

Dear Ms. Carrillo,

In accordance with Article XXVIII, 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 2018-2019 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. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services Dr. Edd Bond, Director, Certificated Human Resources Dr. Ana DeGenna, Director, Dual Language Programs Greg Brisbine, 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 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 XXVIII, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2017 or March 15 of any successive year, and no later than April 15, 2017 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. JESUS VACA Assistant Superintendent Human Resources and Support Services

JV/pp

INTIAL COLLECTIVE BARGAINING PROPOSAL FROM THE OXNARD SCHOOL DISTRICT TO THE OXNARD EDUCATORS ASSOCIATION FOR A TERM COMMENCING IN THE 2018-2019 SCHOOL YEAR

May 1, 2018

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 July 1, 2018 as follows:

ARTICLE VII: TRANSFERS AND REASSIGNMENTS

The District seeks to enter into discussion related to transfers and reassignments.

ARTICLE IX: EVALUATION

The District seeks to enter into discussion related to evaluation.

ARTICLE XIX: SALARIES

The District seeks to bargain salaries and other compensation covered by this article.

ARTICLE XX: EMPLOYEE BENEFITS

The District seeks to bargain employee benefits.

ARTICLE XXVIII: TERM OF AGREEMENT

Among other things, the District seeks to bargain the term for the collective bargaining agreement.

okward Educators Associat

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

May 1, 2018

Dr. Cesar Morales, Superintendent Oxnard Elementary School District 1051 South "A" Street Oxnard CA 93030

Dear Superintendent Morales,

The Oxnard Educators Association is presenting bargaining proposals for the successor 2018 – 2019 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,

Upanelli Carille

Anjanette Carrillo, Bargaining Chair Oxnard Educators Association

Enclosure

cc: Jesus Vaca, Assistant Superintendent, Human Resources and Support Services Mary Jordan, CTA Uniserv Staff Robin Lefkovits, OEA President

OXNARD EDUCATORS ASSOCIATION CONTRACT PROPOSALS TO THE COLLECTIVE BARGAINING AGREEMENT 2018-2019

May 1, 2018

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 III: Organizational Rights and Privileges
- 2. Article VI: Leaves of Absence
- 3. Article XII: Class Size
- 4. Article XIV: Partial and School-Wide Contract Variance
- 5. Article XIX: Salaries
- 6. Article XX: Employee Benefits
- 7. Article XXVIII: Term
- 8. Article XXXI: Specialized Job Classification



OXNARD SCHOOL DISTRICT

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

Rose Avenue Elementary School 220 South Driskill Street, Oxnard CA 93030 (805) 385-1575 Fax: (805) 485-8061



To: Dr. Cesar Morales, Superintendent

From: Pablo Ordaz, Principal

Date: May 11, 2018

RE: ALPHA KAPPA ALPHA INC. XI KAPPA OMEGA CHAPTER Garden Donation

I am pleased to inform the Board of Trustees that Alpha Kappa; Alpha Inc. XI Kappa Omega Chapter made a generous donation the Rose Avenue Community Garden. Over 30 volunteers from XI Alpha Kappa Omega Chapter, Rose Avenue School community members and students came to Rose for the Playground and Community Impact Day on May 5thsponsored by this organization.

We would like to thank XI Alpha Kappa Omega Chapter for supporting the Rose Avenue School Community and for their amazing volunteers who helped in revitalizing our 13 garden planting beds and 12 tree baskets. They brought us great donation of garden green summer plants and flowers to revitalize our school garden. As well as fruit tree soil, fertilizers, and other gardening supplies. All volunteers helped plating and cleaning our garden. This generous donation to the Rose Avenue School garden brought tremendous joy and enthusiasm to our students and staff. The students and staff look forward to project based learning; knowing that our garden will look beautiful during the summer months with the donation and work from XI Alpha Kappa Omega Chapter.

Our students and staff appreciate the revalorization of The Rose Avenue Garden. We thank XI Alpha Kappa Omega Chapter and Ms. Robin Freeman for choosing Rose Avenue for their generous donation and for helping us with revitalizing and the maintenance of our Rose Avenue School Garden for the summer months.

I am requesting that the Board of Trustees be made aware of this donation.

Thank you for your assistance with this matter.



OXNARD SCHOOL DISTRICT

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

Sierra Linda School

2201 Jasmine Street, Oxnard CA 93036 (805) 385-1581 Fax: (805) 485-5796

Date: May 22, 2018

To: Dr. Morales, Superintendent

From: Pam Cwiklo Assistant Principal

Re: Donation

The Friends of the Camarillo Library donate their over-flow books throughout the year. This year I will be distributing these books to some of the Oxnard School District K-5 schools. This donation will allow our students to choose books, which in turn will support their reading over the summer vacation.

I respectfully request that the Board of Trustees be notified of this donation.

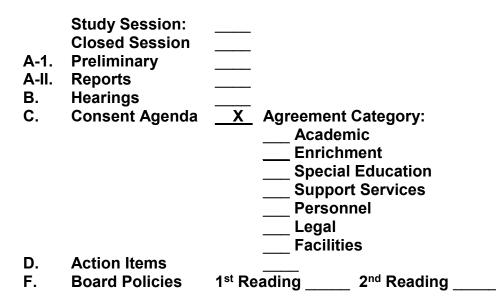
Thank you,

Pam Cwiklo

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 6/6/18



Approval of Agreement #17-312 – First 5 Ventura County (Morales)

The purpose of the agreement is to facilitate the collection, analysis, and sharing of data of students who have attended the State and NfL preschool programs from the 2013-14 through 2016-17 school years. The available data is listed on the attached agreement.

Term of Agreement: June 6, 2018 through June 30, 2019

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Superintendent, that the Board of Trustees approve Agreement #17-312 with First 5 Ventura County.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-312, First 5 Ventura County (5 Pages)

OSD AGREEMENT #17-312



DATA SHARING AGREEMENT

This Data Sharing Agreement (the "**Agreement**"), dated as of June 6, 2018 (the "**Effective Date**"), which is by and between the Children and Families First Commission of Ventura County (known as First 5 Ventura County), herein referred to as "F5VC", and, by extension, their contracted technical assistance provider for the Pay for Success Feasibility Study – the University of Utah's Sorensen Impact Center, herein referred to as "**Recipient**" and the Oxnard School District, herein referred to as "**Holder**", establishes the terms and conditions under which Recipient will receive, use, and return certain data described below (the "**Data**"). F5VC, Recipient, and Holder are sometimes referred to in this Agreement singularly as a "Party" and collectively as the "Parties."

This Agreement (1) establishes rules and limitations for processing and maintaining the security of the Data; (2) mandates the return or disposal of all such Data at the end of the Pay for Success Feasibility Study ("**Project**"); and (3) prohibits further use of the Data beyond the scope of this written Agreement.

Whereas, the US Department of Education has funded a Preschool Pay for Success Feasibility Study, in which F5VC is the subrecipient of the grantee – the Ventura County Office of Education (VCOE), to support innovative funding strategies for the expansion of preschool availability and in support of improved educational outcomes for 3- and 4- year-olds; and

Whereas, the Parties are undertaking the Project to determine the feasibility of expanding high-quality preschool to improve social and academic success for at-risk families, helping children better prepare for kindergarten, become proficient readers by 3rd grade, and graduate from high school ready for the workforce or further education in Ventura County; and

Whereas, the Recipient, on behalf of F5VC, will use the Data to conduct an analysis on behalf of school districts in Ventura County to better understand the costs and expected value of expanding high-quality preschool in part by establishing a baseline of current student achievement, segmented by certain demographic groups;

Now, therefore, the Parties hereby agree as follows:

1. Data

- a) Within <u>21</u> days upon the execution of this Agreement, the Holder will provide the information set forth herein Paragraph 1 (collectively, the "**Data**") to the Recipient in the manner and for the purpose, scope, and duration set forth in this Agreement.
- b) The Holder will provide the Data in an Excel file, or another file format to be agreed to by the Parties.

Data Element or Report	Timeframe	Population(s)	
Student personally identifiable information:	School years 2013-2014	Pre-Kindergarten through	
Student name	through 2016-2017	Grade 6	
Student ID number			
Birth date			
Student background / demographics:	School years 2013-2014	Pre-Kindergarten through	
Gender	through 2016-2017	Grade 6	
• Age			
Race			
Ethnicity			
Zip code			
 Primary Residential Category 			
Parent Educational Level			
English Language Learners (ELL) designation			
(for K- Grade 6 only)			
Preschool attendance			
Student performance:	School years 2013-2014	Pre-Kindergarten through	
Academic test score (for Grades 4 through 6	through 2016-2017	Grade 6	
only)			

Data Sharing Agreement F5VC and Oxnard School District and Sorenson Impact Center Page 2 of 5

٠	Disciplinary referrals (for K – Grade 6 only)	
•	Attendance records	
٠	Special Education designation	

2. <u>Duration.</u> This Agreement will begin on the Effective Date and continue through June 30, 2019, unless terminated earlier as provided herein or upon early termination of Recipient's subcontract with F5VC.

3. Scope of Use

- a) The Recipient agrees that the Data provided will be used solely for the Project's research purposes as set forth in this Agreement, and shall not be used by F5VC or Recipient for any other purpose.
- b) Gwendolyn Reynolds, Data Scientist at the Sorenson Impact Center, ("Project Director") will be the primary point of contact for the Recipient, and will be its custodian for the Data. The Recipient will notify within <u>7</u> days the Holder and F5VC of any change in the identity of the Project Director.
- c) The Data containing individual identifiable or deducible information will only be shared with other authorized employees or agents of the Recipient who are directly involved in the Project, and have a need to see the Data.
- d) F5VC, the Recipient, and the funders of the Project will be able to retain the De-identified Data, and all written materials related to the Project, including any research analysis, reports, summaries, etc., using De-identified Data from the Project, and will be able to use such materials to further support the expansion of high-quality preschool education in Ventura County.
- 4. <u>Disposal of Data</u>. After the conclusion of the Project, Recipient agrees to destroy all Data in computers and transfer media, except for copies created pursuant to automated processes such as document retention/archiving and/or back up policies/procedures.

5. Confidentiality

- a) The Recipient agrees not to disclose, use, or reuse the Data except as specified in this Agreement or except as Holder shall authorize in writing or as otherwise required by law.
- b) The Recipient affirms that the requested Data is the minimum necessary to achieve the purposes stated in this section.
- c) The Recipient further agrees that within the Recipient organization, access to the Data shall be limited to the minimum amount of Data and minimum number of individuals necessary to achieve the purpose of the Project (i.e., on a need-to-know basis). The Recipient will use appropriate disclosure avoidance techniques when sharing De-identified Data with above-named project partners, including complementary cell suppression for district cohorts of <5 students in order to reduce the risk of re-identification.</p>
- d) The Recipient is expressly prohibited from publishing any and all Data in whole or part in a manner that identifies, directly or indirectly, any individual student. The Recipient agrees not to disclose direct findings, listings, or other information derived from the Data if such findings, listings or information can, by themselves or in combination with other Data, be used to deduce an individual's identity.
- 6. **Ownership**. Ownership of the Data will remain with the Holder during the duration of this Agreement. The Holder certifies that it has the permission and authority to share the Data with Recipient.

7. Information Security

- a) The transfer of Data shall be by secure means, as agreed to by the Parties, and all files will be password protected. Files containing the Data will not be transferred via plain text e-mail, unsecure File Transfer Protocol (FTP), or any other unsecure methods of transferring files. Data containing identifying information shall not be transmitted via email without being encrypted and password protected. Secure transmission includes, for example, direct transfer to a password protected thumb drive or FERPA compliant server.
- b) The Recipient agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Data and to prevent unauthorized use or access to it. The safeguards shall provide

Data Sharing Agreement F5VC and Oxnard School District and Sorenson Impact Center Page 3 of 5

a level and scope of security that is not less than the level and scope of security established by applicable state and federal privacy and security policies and regulations. The Recipient acknowledges that the use of unsecured telecommunications, including unsecured Internet connections, to transmit individually identifiable or deducible information from the Data is prohibited.

8. Breach or Misuse

- a) The Recipient agrees that in the event Holder or its agents determine or has a reasonable belief that the Recipient has made or may have made a use, reuse, or disclosure of the Data in violation of this Agreement, it may require the Recipient to:
 - i. Promptly investigate and report to Holder the Recipient's determinations regarding the alleged or actual unauthorized use, reuse or disclosure of such Data;
 - ii. Promptly resolve any problems identified by the investigation;
 - iii. Submit a formal response to the allegation of authorized use, reuse, or disclosure, if requested by Holder;
 - iv. Submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses, or disclosures, if requested by Holder; or
 - v. Return all Data covered by this Agreement and destroy all derivative files, if requested by Holder.
- b) The Recipient understands that as a result of Holder's sole determination or reasonable belief that unauthorized uses, reuses, or disclosures of the Data have taken place, the Holder may refuse to release further student Data to the Recipient for a period of time to be determined by Holder.
- c) The Recipient agrees to immediately report any breach of Data, loss of Data or derivative files, or disclosure to any unauthorized persons to the Holder point-of-contact and to fully cooperate in Holder's investigation of the incident. Although Holder retains all ownership rights to the Data, the Recipient shall bear the cost and liability for any breaches of the Data it receives from the Holder. If Holder determines that the breach requires notification of affected individuals and/or other remedies, the Recipient agrees to carry out these remedies without cost to Holder.

9. Miscellaneous

- a) <u>Governing Law</u>. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of The State of California, and the applicable provisions of the Family Educational Rights and Privacy Act (FERPA).
- b) <u>Entire Agreement</u>. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.
- c) <u>Amendments and Waivers</u>. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- d) <u>Successors and Assigns</u>. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Neither party may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the other party.
- e) <u>Notices</u>. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid,

Data Sharing Agreement F5VC and Oxnard School District and Sorenson Impact Center Page 4 of 5

addressed to the party to be notified at such party's address set forth below, as subsequently modified by written notice:

If to the Holder: Oxnard School District 1051 South A Street Oxnard, CA 93030 Attention: <u>Dr. Cesar Morales</u> Email: <u>drcmorales@oxnardsd.org</u> Phone: 805-385-1501 x2032

<u>If to the Recipient:</u> Sorenson Impact Center 85 Fort Douglas Boulevard, Bldg 602 Salt Lake City, UT 84113 Attention: <u>Gwendolyn Reynolds</u> Email: <u>gwendolyn.reynolds@sorensonimpact.com</u> Phone: <u>801–581-5533</u>

If to the F5VC: FIRST 5 VENTURA COUNTY 2580 E. Main Street, Suite 203 Ventura, CA 93003 Attention: <u>Petra Puls, Executive Director</u> Email: <u>ppuls@first5ventura.org</u> Phone: <u>805–648-9990</u>

- f) <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- g) <u>Construction</u>. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.
- h) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of an electronic copy will have the same force and effect as execution of an original, and an electronic signature will be deemed an original and valid signature.

[Signature Page Follows]

Data Sharing Agreement F5VC and Oxnard School District and Sorenson Impact Center Page 5 of 5

The parties have executed this Agreement as of the Effective Date first written above.

OXNARD SCHOOL DISTRICT

By:		
	(Signature)	
Name:	Dr. Cesar Morales	

Title: Superintendent

SORENSEN IMPACT CENTER

By: _____(Signature)

Name:

Title: _____

FIRST 5 VENTURA COUNTY (F5VC)

By: _____(Signature)

Name: _____

Title: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman		Date of Meeting:	6/6/18
Study Session: Closed Session A-1. Preliminary A-II. Reports B. Hearings C. Consent Agenda	Agreement Category: X Academic Enrichment Special Education Support Services Personnel Legal Facilities		
D. Action Items F. Board Policies	1 st Reading 2 nd Reading	I	

Approval of Agreement #17-314 – Learning Without Tears (Freeman/Truax)

Learning Without Tears will provide professional development regarding their Pre-K Readiness & Writing/Literacy & Math curriculum to staff at San Miguel School on June 28, 2018. San Miguel School will use this curriculum during the 2018-2019 school year.

FISCAL IMPACT:

\$2,400.00 – Special Ed. Pre-School/Discretionary

RECOMMENDATION:

It is the recommendation of the Manager, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-314 with Learning Without Tears.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-314, Learning Without Tears (2 Pages)



LWTears.com | 402.492.2766 | Fax 402.933.7199 5310 S. 107th Ave, Omaha, NE 68127

Sponsoring Organization:	
Contact Name:	Email:
Street Address:	
City, State, Zip:	
Office Phone: Ext:	Cell Phone:
Billing Contact Name:	Billing Email:
Billing Address (** where final bill should be sent**):	
Billing City, State, Zip:	
Requested Date(s) of Professional Development:	
Requested Hours of Professional Development:	to
Date(s) will be finalized once a presenter has been of agreement has been countersigned.	confirmed by Learning Without Tears and the
Professional Development Type:	
Includes: One Live On-site Training Day, Getting Started Or Advanced Implementation On-Demand Webinars	n-Demand Webinars and
For Learning Without Tears Use Only	
Professional Development Fee:	
Date Issued:	
Discount Applied: (Ba	sed upon Quote #)
Total Professional Development Fee After Di	scount:

- 1. Discount is based upon the Quote listed above. Revisions to the Quote may result in changes to the Professional Development Fee.
- 2. The Sponsoring Organization agrees to a minimum of 10 attendees.
- 3. The Sponsoring Organization agrees to assemble, in advance, the materials for distribution at the training.
- 4. If holding a Pre-K Readiness & Writing or Kindergarten training, the Sponsoring Organization agrees to have access to Wood Pieces, Mats and Slates for the attendees. Speak to your training coordinator for more details.

- 5. If holding a Keyboarding Without Tears training, the Sponsoring Organization agrees to have internet access for the presenter and all attendees and attendees should bring laptops, if available.
- 6. The Sponsoring Organization agrees to ensure the training meeting room is set up according to LWT guidelines which require certain equipment and items be set up in advance for use by the presenter and participants. Those required items include:

ROOM SETUP:

- Tables and chairs for all participants in a traditional classroom setup
- Additional tables for materials distribution
- A table for the presenter's materials

AV REQUIREMENTS: (The presenter will connect a laptop to your projector and speaker. The projector and speaker should be located near the presenter's table rather than mounted in the ceiling or stored in a location that makes connecting the presenter's equipment impossible.)

- LCD or DLP projector and connecting cable for laptop
- Wireless lavalier microphone that clips to the clothing (and extra batteries). No hand-held microphones.
- A speaker system
- Connecting audio cable presenter will connect laptop to your speaker system
- Power strip
- An ample size screen or interactive white board
- A chalkboard or dry-erase board and appropriate markers and erasers

Optional: An internet connection is required in order to participate in a live online demonstration of LWT's Handwriting Interactive Teaching Tool[™]. If an internet connection is not available, an offline demonstration is available.

If you have problems providing any of the above AV requirements, please call us ASAP.

- 7. The Sponsoring Organization is holding a closed training. The Sponsoring Organization will only permit members of the sponsoring group to attend and will not advertise the training in any media that reaches beyond its membership.
- 8. In the event Sponsoring Organization cancels, the Sponsoring Organization is responsible for all non-refundable travel-related expenses and any costs related to ordered and shipped training materials. If cancellation is within one month of the scheduled training, the Sponsoring Organization will be responsible for a \$500 cancellation fee in addition to all non-refundable travel-related expenses and any costs related to ordered and shipped training materials.
- Force Majeure: Neither LWT nor the Sponsoring Organization shall be liable for any failure to perform its obligations when such failure is as a result of Acts of Nature (Including but not limited to fire, flood, earthquake, storm or hurricane), war, invasion, act of foreign enemies, terrorist activities, government sanction, labor dispute, strike, lockout or interruption, or failure of electricity or telephone service.

Date: _

Consented and agreed to by:

	Date:
Sponsoring Organization Representative	
Title:	

Learning Without Tears Training Representative

OSD BOARD AGENDA ITEM

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

Approval of Agreement/MOU #18-07, Ventura County Office of Education – Language Arts Program (Freeman/Thomas)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month during the 2018-19 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

FISCAL IMPACT:

Not to exceed \$16,800.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #18-07 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-07, Ventura County Office of Education (1 Page)

Name of Contributor: Robin Freeman

Date of Meeting: 6/6/18

AGREEMENT #18-07 BETWEEN VENTURA COUNTY OFFICE OF EDUCATION

AND

OXNARD SCHOOL DISTRICT FOR PROFESSIONAL LEARNING

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the after school staff and program manager for the After School Programs of the Oxnard School District, hereafter called "the District." The purpose is to train the staff and support the administrative intern of the After School Programs in their after school literacy program.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and the Ventura County Office of Education will work together toward promoting a quality after school program. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Ventura County Office of Education agrees to:

- a. Provide one half day orientation to the literacy program by a VCOE English Language Arts content specialist. (\$575.00 for half day of training plus \$875.00 for design and preparation of literacy program materials for orientation).
- b. Provide up to ten trainings, lessons, \$575.00/half day presentation by literacy specialist and \$875.00/full · day for design of monthly training and preparation of instructor and site materials. (VCOE graphic charges to be paid by the District.) Not to exceed 10 half days.
- c. Develop a list of literacy materials and literacy literature for the literacy units (to be purchased by the District.)
- d. Maintain ownership of all documents and data produced for the literacy program and the monthly literacy training sessions.
- e. Provide handouts for each participant for above trainings (not to exceed 10 total trainings). VCOE graphic charges to be paid by the District. Graphic charges are not to exceed \$850.00.

2. The District agrees to:

- a. Provide site for training.
- b. Provide presentation equipment as requested (LCD projector, document camera, laptop and/or interactive white board)
- c. Allocate an account for literacy materials and literacy literature for each site.
- d. Support professional learning through regular classroom visits by the after school program manager to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education for one content specialist \$15,950.00 plus additional charges for materials and printing costs not to exceed \$850.00, for a total not to exceed \$16,800.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2018 - June 30, 2019.

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Lisa Cline, Executive Director, Internal Business Services

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman Date of Meeting: 6/6/18 Study Session: **Closed Session** A-1. Preliminary A-II. Reports Hearings Β. C. **Consent Agenda Agreement Category:** Academic X Enrichment **Special Education** Support Services Personnel Legal Facilities D. Action Items 1st Reading F. **Board Policies** 2nd Reading

Approval of Agreement/MOU #17-308 – Mad Science of Los Angeles (Freeman/Thomas)

Mad Science will participate in the Oxnard School District Summer School program to offer enrichment activities for students. Mad Science offers hands-on activities that help students understand and retain the science standards they are expected to learn for the Statewide testing. Each Mad Science scientist will work with two groups of 25 students each day of programming.

FISCAL IMPACT:

\$129,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #17-308 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-308, Mad Science of Los Angeles (1 Page) Certificate of Insurance (2 Pages)

AGREEMENT #17-308 BETWEEN MAD SCIENCE AND OXNARD SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Mad Science (Consultant) in providing workshops and activities for the Schools in Oxnard School District (OSD).

This serves as a Memorandum of Understanding and Responsibility Agreement that Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science activities for the students enrolled in OSD. Both the Consultant and OSD, according to their defined roles, agree to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Mad Science agrees to:

- a. Provide Science lessons from their "NASA", "BRIXOLOGY", "ASP" and other curriculums.
 - i. Each instructor/scientist will provide two sessions totaling one and one half hours each for a sum total of 3 hours of instruction per day.
 - **ii.** Each instructor/scientist will be part of a team that involves staff from Oxnard School District.
 - **iii.** Provide pre and post presentation activities to be completed by participating students.
 - iv. Coordinate lessons and program themes with Oxnard School District.
- b. Certify that presenters have been fingerprinted and TB tested.
- c. Carry and maintain insurance that conforms to the district requirements for liability, workers' compensation, abuse and molestation.

2. Oxnard School District agrees to:

- a. Provide classrooms and facilities for lessons and activities.
- b. Compensate Mad Science at the following activity rates:
 - i. Science lessons: \$430.00 per Scientist per day

This Agreement/Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented June 7, 2018 through July 31, 2018.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

MAD SCIENCE OF LOS ANGELES:

Kimberly McAlpine, Director, Sales & Operations

Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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GER	RTIFICATE HOLDER	-		CANCELLATION				
Oxnard School District 1051 S. A Street Oxnard CA 93030			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESE	NTATIVE			

ACORD 25 (2016/03)

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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

SCH	ED	ULE
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Name Of Additional Insured Person(s) Or Organization(s):	
Oxnard School District	
1051 S. A Street	
Oxnard CA 93030	
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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:
 - In the performance of your ongoing operations; or
 - In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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
- Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman Date of Meeting: 6/6/18 Study Session: **Closed Session** A-1. Preliminary A-II. Reports Hearings Β. C. **Consent Agenda Agreement Category:** Academic X Enrichment **Special Education** Support Services Personnel Legal Facilities D. Action Items 1st Reading F. **Board Policies** 2nd Reading

Approval of Agreement #17-309 – Art Trek Inc. (Freeman/Thomas)

Art Trek Inc. will provide art lessons for the Summer Writing and Science Camp offered to students in the Oxnard School District during Summer 2018.

FISCAL IMPACT:

Not to Exceed \$6,600.00 - ASES

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-309 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-309, Art Trek Inc. (1 Page)

OSD AGREEMENT #17-309 ART TREK, INC.



A 501 (C) (3) non-profit organization Oxnard District Programs Summer 2018

This Agreement for Instructional Services, effective between <u>Oxnard School District</u>, with its address at <u>1051 South A Street Oxnard, CA 93030</u> and <u>Art Trek, Inc.</u>, with its principal office at <u>703 Rancho Conejo Blvd. Newbury Park, CA 91320.</u>

<u>Oxnard School District</u> finds that **ART TREK** is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services to your school:

Professional Development for Summer School Teachers for Science and Writing Camp.

- 1. Workshop for up to 12 staff trained for twelve 40-minute art classes in a 5.5 hour kick off workshop June 2018 for \$2,500.00*
- Lesson and vocabulary development and write up with supporting imagery**. Art Trek staff shall create lessons to accompany fieldtrips in the Science and Writing Camp.
 \$3780.00 plus \$300 shipping and handling for total of \$4080.00

TOTAL: \$2,500.00 + \$4,100.00 = \$6,600.00

*Additional fee to be charged if Art Trek provides materials for the staff or students.

**Oxnard School District shall make all copies of lessons and supporting materials. Additional fee to be charged if Art Trek provided copies of lessons and supporting materials.

INVOICING:

Oxnard School District shall be invoiced and paid upon completion of the workshop

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.

Nan Young- Director

Date

Lisa A. Franz, Director, Purchasing Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman Date of Meeting: 6/6/18 Study Session: **Closed Session** A-1. Preliminary A-II. Reports Hearings Β. C. **Consent Agenda Agreement Category:** Academic X Enrichment **Special Education** Support Services Personnel Legal Facilities D. Action Items F. **Board Policies** 1st Reading 2nd Reading

Approval of Agreement #17-310 – Oxnard College (Freeman/Thomas)

This partnership between Oxnard College and the Oxnard School District will provide opportunities to educate families about STEM careers and pathways at 8 school sites still to be determined. It will also provide staff professional development for Oxnard School District teachers and administrators, support for STEM family events, build awareness and provide information sessions of the OC Promise/OC STEM and Project Acabado. The goal is to serve staff, students and families of Oxnard School District K-8 schools.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-310 with Oxnard College.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-310, Oxnard College (4 Pages)

OSD AGREEMENT/MOU #17-310

A Memorandum of Understanding (MOU)

Between

OXNARD COLLEGE

And

Oxnard School District

Introduction:

This memorandum of understanding (MOU) establishes the terms and conditions between:

- A. Oxnard College (OC) and
- B. Oxnard School District

Purpose of the MOU:

The purpose of this MOU is to provide the structure for the development of a partnership between the parties to collaboratively support the K-8 objectives of Project Acabado-STEM, a Title III HSI STEM grant.

Project Acabado-STEM:

Belief Statement: Finish! Project Acabado-STEM begins with the end in mind. We believe:

- 1. STEM innovation is driven by diversity.
- 2. STEM innovation is stewarded by individuals working together creatively.
- 3. Underrepresented populations have unique assets to be successful and contribute in a STEM driven world.

Mission:

Finish! Educators, learners, families, communities and systems thinkers aim to cultivate the conditions for future STEM professionals to get their start.

Goals:

- 1. Learners, from their journey as third graders all the way to a STEM professional, experience an articulated and welcoming path.
- 2. Collaborators across the learning continuum from K-12 to higher education share learning.
- 3. Learners will persist and succeed in STEM. This will culminate in an increased number of STEM professionals representing our community.

Theory:

Project Acabado-STEM is guided by the following theories that we strive to incorporate into practice:

- 1. Cascading mentoring
- 2. Active learning
- 3. Diversity Asset Model
- 4. Loss Momentum Framework
- 5. Resiliency

Collaborators of Project Acabado keep the end in mind.

Together we are creating an environment that cultivates the next generation of STEM professionals. We strive to ensure a cohesive design by intentionally weaving together talent, ideas, projects and resources.

We anticipate collaborators will strive to:

- 1. Participate in Project Acabado STEM sponsored professional learning to support engaging and rigorous STEM teaching and learning.
- 2. Contribute to Project Acabado STEM conference and convenings as presenters and participants.
- 3. Incorporate: cascading mentoring, active learning, diversity asset model, loss momentum framework and resiliency.
- 4. Encourage involvement
- 5. Share stories
- 6. Secure the success of Project Acabado by generously investing creativity, engagement, time and effort.

Services Provided:

The partners agree to support each other in their provision of services to students, families and educators participating in the program and to assist each other in providing services for students consistent with the needs of participants, the goals of the partnership, and the laws and regulations governing the program they operate.

Indemnification:

Oxnard School District shall indemnify, defend, and hold the Ventura County Community College District, hereafter VCCCD, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Oxnard School District's performance of the work contemplated by this agreement. Acceptance of agreement constitutes that Oxnard School District is not covered under the VCCCD's general liability insurance, employee benefits or workers compensation. It further establishes that Oxnard School District shall be fully responsible for such coverage.

Scope of Services:

Oxnard College shall be responsible for the following:

1. Assign a college administrator (Director of STEM) as a liaison.

- 2. Identify STEM teaching and learning collaborative opportunities.
- 3. Assign STEM Student Support Specialist II to:
 - a. Serve as a Project Acabado-STEM liaison between the college and local educational institutions and community organizations. This individual will primarily focus on 3rd-8th learners, their families, educators, counselors and administrators of elementary districts within the Oxnard College service area. This will lead to community awareness of OC Promise/OC STEM meet the target number of middle school learners with signed agreements and serve as the first connection effort to Project Acabado-STEM and Oxnard College.
 - b. Build awareness of OC Promise/OC STEM and Project Acabado-STEM through structured presentations to administrators, educators and families.
 - c. Provide guidance for partners to develop, coordinate, and implement STEM Family engagement events with school educators and/or in collaboration with local publicly funded after school programs. The events aim to promote the development of STEM engagement, STEM identity, and STEM career awareness.
 - d. Provide Project Acabado-STEM/OC Promise/OC STEM's Commitment to College information sessions, activities and workshops in collaboration with elementary and secondary districts in the Oxnard College service area. The sessions aim to engage prospective students and their families in understanding the pathway to college and career with a focus on STEM.
- 4. Provide limited resources/supplies to selected schools to support student engagement in STEM at a Family STE(A)M Night.
- 5. Host annual OC STEM's Commitment to College Induction.

Oxnard School District shall be responsible for the following:

- 1. Provide a contact person for OC STEM Director.
- 2. Provide a contact person for OC STEM Student Support Specialist II.
- 3. Consider participation in identified STEM teaching and learning collaborative opportunities.
- 4. Assist with scheduling and access for OC STEM Student Support Specialist II presentations. Examples include: ten minute presentation on OC Promise/OC STEM for faculty, ELAC, SSC or parent meetings.
- 5. Promote participation in STE(A)M Family engagement events.
- 6. Promote participation in OC Project Acabado-STEM endeavors and initiatives for learners/educators.
- 7. Collaborate to ensure meeting the target number of 8th grade OC STEM College Commitment Inductions.
- 8. Collaborate to ensure the annual OC STEM's Commitment to College Induction is attended by district leaders, board members, educators, students and their families.

This MOU shall be governed by and construed in accordance with the laws of the State of California. Venue shall reside in Superior Court, County of Ventura.

The term of this MOU shall commence on June 7, 2018 and shall continue until rescinded in writing. Either party may terminate this MOU without cause upon 90 days with advanced written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below:

Ventura County Community College District	Oxnard School District
(Lead Agency)	(Collaborating District)
David El Fattal,	Dr. Cesar Morales
Vice Chancellor	Superintendent
Business and Administrative Services	Oxnard School District
Date	Date
Ventura County Community College District,	
Oxnard College	
(Lead Agency)	
Cynthia Azari,	
President	
Oxnard College	
Date	

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman	Date of Meeting: 6/6/18	
Study Session:	ry:	
Academic Academic Special Educat Support Servic Personnel Legal Facilities	tion	
D. Action Items F. Board Policies 1 st Reading 2 nd Re	eading	
Approval of Agreement #18-13 – DrumBus, LLC (Freeman/Thomas)		

DrumBus, LLC will provide hands-on musical activities for all students in the after school program and summer school in Oxnard School District with the specific goals of increasing communication skills, increasing students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills.

Term of Agreement:July 1, 2018 through June 30, 2019

FISCAL IMPACT:

\$55,000.00 - ASES

RECOMMENDATION:

It is recommended by the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-13 with DrumBus, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-13, DrumBus, LLC (4 Pages)

This agreement is made and entered into this 6th Day of June 2018, by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the "District" and DrumBus, LLC hereinafter referred to as the "Consultant".

Name of the Consultant: DrumBus, LLC Contact Info: Mike Liston, CEO 4842 Skycrest Circle Salt Lake City, UT 84108 (PH) 801.243.6430 (Email) <u>mike@drumbus.com</u> Tax ID: 26-4461041 Description of Services: Therapeutic drumming (see below) Date(s) of Service: To begin July 1, 2018 and end by June 30, 2019 Site(s) Where Service is to be Performed: Oxnard School District school sites

This District agrees to compensate the consultant for services rendered as follows:

Total Compensation for Services Not to Exceed:\$55,000.00To Be Paid as Follows:Invoiced monthly at a daily rate of \$350.00

Executive Summary

DrumBus will provide hands-on musical activities for students in the after school program in Oxnard School District with the specific goals of increasing communication skills, increasing students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expression, personal creativity, empathy, awareness of others, and the development of leadership skills.

The DrumBus is a self-equipped mobile classroom. Students participate while seated inside the bus, all instruments and instruction are provided.

The Drum Bus certifies that presenters have been fingerprinted and TB tested meeting the DOJ clearance requirements.

Drum Bus will carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

The Drum Bus program will utilize the evidenced-based "Beat the Odds" curriculum from UCLA's Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as maintaining focus and attentive listening, team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude. UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

Therapeutic drumming is perfectly suited for many of the unique social and cultural challenges of OSD because music is "the universal language." Students can participate, contribute, and even demonstrate leadership, regardless of language or level of previous musical experience. Participation in the drumming

activities is not precluded by test scores, language proficiency, socioeconomic status, or any other factors, and in that sense, is a fantastically level playing field. Everyone participates, all instruments provided, no experience necessary, 100% hands-on, musical education, with numerous opportunities for individual and group success. Multiculturalism and appreciation of diversity are core components of every lesson, and the instruments the students play represent a variety of cultures worldwide.

Program Overview

Total number of students: Approximately 90-120 each day in groups of 20-30 at one time.

Facilitator: Drumbus will provide one adult para educator qualified facilitator to guide the activities for students.

Frequency: 4-5 days per week from July 1, 2018 – June 30, 2019

Class sizes: 30 students or less, grouped in similar ages. Students will rotate through the DrumBus for 25-45 minutes each group. Length of time will vary according to age, attention span and school schedules.

Safety: The DrumBus will always be parked while students are on board. The bus will never travel with students on board; however, the bus meets all safety standards for school buses as described in California law.

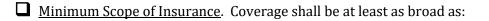
For more information, call Mike Liston at 801.243.6430 or email mike@drumbus.com

<u>Stipulations</u>

Indemnification. Provider 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal 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 by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification 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.

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:



- ← Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- \ominus Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- 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.
- Workers' Compensation insurance as required by the laws of the State of California.
- Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

<u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

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

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

- 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.
- 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.
- 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.
- 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.

<u>Other Requirements</u>. 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.

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

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

APPROVED:

DRUMBUS, LLC:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Mike Liston, CEO/Owner, DrumBus LLC Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/6/18

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

Approval of Agreement #18-14 – PresenceLearning Inc. (Freeman/Sugden)

PresenceLearning Inc. will provide supplemental Clinical and therapy services to the Oxnard School District on an "as needed" basis. PresenceLearning Inc. will be responsible for payment of each of their service provider's wages and insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

FISCAL IMPACT:

Not to exceed \$65,000.00 (per the hourly rates per position - see attached "Service Order Form") – Special Education Funding

RECOMMENDATION:

It is the recommendation of Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-14 with PresenceLearning Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #18-14, PresenceLearning Inc. (33 Pages)

OSD AGREEMENT #18-14



Presence Learning

Service Order Form

LEA Name and Contact Information Name: Oxnard School District Address: 1051 South A St. Oxnard, CA

LEA Primary Point of Contact Name: Amelia Sugden Email Address: asugden@oxnardsd.org

LEA Secondary Point of Contact Name: Kristen Haidet Email Address: khaidet@oxnardsd.org

PresenceLearning Contact Information Name: Tyler McCord Email Address: tyler.mccord@presencelearning.com

Service Order Form

SLP Services

Service Type	Student Quantity	Service Rate
SLP Services	250	\$82.00
SLP Assessment	0	\$325.00
Assessment Bilingual SLP/OT	0	\$400.00
Screenings by SLP	0	\$55.00
Screenings by SLP BI	0	\$73.00
Evaluation Review of Records by SLP	0	\$260.00
Setup Fee	250	\$5.00

OT and Mental Health Services

Service Type	Student Quantity	Service Rate
OT Services	0	\$82.00
OT Assessment	0	\$325.00
Assessment Bilingual SLP/OT	0	\$550.00
Screenings by OT	0	\$55.00
Evaluation Review of Records by OT	0	\$260.00
BMH Services	0	\$82.00
BMH Assessment	0	\$550.00
Screenings by MHP	0	\$55.00
Evaluation Review of Records by BMH	0	\$260.00

Psycho-Educational Assessments

Service Type	Student Quantity	Service Rate
Evaluation Coordination and Reporting	0	\$200.00
Achievement Standard Battery	0	\$250.00
Cognitive Standard Battery	0	\$250.00
Review of Records by School Psychologist	0	\$250.00
Standard Neuro Processing Battery	0	\$250.00
Additional Assessment by School Psychologist	0	\$250.00
Cognitive Selected Index	0	\$125.00
Achievement Selected Index	0	\$125.00
Neuro Processing Selected Index	0	\$125.00
Rating Scale Assessment	0	\$125.00
Classroom Observation	0	\$100.00
Additional Requested Meetings	0	\$100.00
School Psych Consultation	0	\$90.00

Service Order Form

Prices shown above include the following discounts off standard list prices:

SLP Hourly Discount	-8.89%
OT Hourly Discount	-8.89%
BMH Hourly Discount	-8.89%
Set Up Fee Discount	-95.00%

Contracted Students	250
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Assessments Commitment	40

Monthly Commitment*	\$22,960.00	280 hours at \$82.00
December Commitment*	\$15,291.36	186 hours at \$82.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Term	July 1, 2018 through June 30, 2019
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Modified Terms

The first sentence of paragraph two in section 14. TERM AND TERMINATION is modified so that "This Master Contract shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM"). Either party must give written notice of its intention not to renew 30 days before expiration of the INITIAL TERM."

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the PresenceLearning Master Contract (MC) available at https://www.presencelearning.com/tc/ca/, which is incorporated herein by reference. This Service Order and the MC together constitute the entire agreement between PresenceLearning and LEA governing the services and products referenced above (the Agreement), to the exclusion of all other terms. To the extent there is any conflict between this Service Order and the MC, this Service Order shall govern. The signatory below represents that he or she has the authority to bind LEA to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of July 1, 2018 (Effective Date).

PresenceLearning	g, Inc.	LEA	
	prusigned by: grid Gimenez	By:	
Name:	B70882EB2145D	Name:	
Ing	rid Gimenez	Lisa A. Franz	
Title:		Title:	
vi	ce President, Western Region	Director, Purchasing	
Date:		Date:	
2018	-05-10		



- Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing pre-assessment and results meetings and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.
- Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- Setup, including equipment and provision of a camera for use with PA and other services if ordered
- Smart Start. Presence Learning will provide two days of onsite implementation support services from a staff member including some or all of the following services: Student selection, school site selection, technical set-up, paraprofessional training, Student scheduling, administrator orientation, school principal orientation, IT department training, school clinician training, parent orientation(s), and Presence Learning Platform training for an additional fee dependent on implementation requirements.

PresenceLearning Master Contract

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS NONPUBLIC, NONSECTARIAN AGENCY SERVICES MASTER CONTRACT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, 20th Floor, San Francisco, California 94104 (hereinafter referred to as "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

2. CERTIFICATION

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred

to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from June 7, 2018 to July 31, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated in writing, such as in the ORDERING DOCUMENT.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Master Contract may be amended only by written amendment executed by both parties.

The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract

b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the

State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term "parent" means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). "Parent" does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education 56028).

f. The term "days" means calendar days unless otherwise specified.

g. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Master Contract, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; nonpaid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures: federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days.

If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data.

LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity.

Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL

This Master Contract or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice.

This Master Contract shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each to be hereinafter referred to as a "RENEWAL TERM"), unless either party gives written notice of its intention not to renew 90 days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence

- \$ 500,000 fire damage
- \$ 5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence \$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy may, upon request, name the LEA and the Board of Education as additional insureds.

F. Any deductibles or self-insured retentions above \$100,000 shall be declared. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to:
(a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services, CONTRACTOR may agree in writing that (a) the CONTRACTOR's insurance coverage may be primary insurance as respects the LEA, its subsidiaries, officials and employees, and (b) any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

CONTRACTOR may not be entitled to any compensation for any services provided to any pupil for any period during which CONTRACTOR was in material and significant breach of this Section 15.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into the Agreement.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principalagent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 45 and 46 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a

parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as "IEE"), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested.

CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

LEA shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR providing services pursuant to this Agreement without CONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual's relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$20,000 (hereinafter referred to as the "SOLICITATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA's payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP"), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student's IEP and as specified in the ISA.

Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract).

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*.

CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. [RESERVED]

25. CALENDARS

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

26. DATA REPORTING

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

- 27. [RESERVED]
- 28. [RESERVED]

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Master Contract by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

- 30. [RESERVED]
- 31. [RESERVED]

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone, video conference or in-person. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the *approved electronic IEP system of the LEA such as* the Special Education Information System (SEIS) (hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Master Contract, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Master Contract.

35. [RESERVED]

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Master Contract. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Master Contract one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Master Contract. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the

ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. [RESERVED]

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures.

If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. [RESERVED]

40. [RESERVED]

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

42. [RESERVED]

43. CONTRACTOR MATERIALS

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

44. MONITORING

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition, with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Master Contract. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Master Contract. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes.

LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. [RESERVED]

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

- 51. [RESERVED]
- 52. [RESERVED]
- 53. [RESERVED]

54. CHILD ABUSE REPORTING

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et *seq.* To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. [RESERVED]

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws.

SERVICES may include but are not limited to the following:

a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination

b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review of Records, writing an integrated report, attending the preassessment and results meetings, and testing set up. Additional assessments will be administrated where outlined in the Student's assessment plan.

c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.

d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)

e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

f. Smart Start. PresenceLearning will provide two days of onsite implementation support services from a staff member including some or all of the following services: Student selection, school site selection, technical set-up, paraprofessional training, Student scheduling, administrator orientation, school principal orientation, IT department training, school clinician training, parent orientation(s), and PresenceLearning Platform training for an additional fee dependent on implementation requirements.

SERVICES will be provided exclusively via computer or telepractice, unless otherwise agreed.

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when SERVICES were provided. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice may contain the following information if requested by the LEA: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Agreement; and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided may be included.

Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training.

Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.

In no case shall initial payment claim submission for any Master Contract fiscal year (July

through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for any CONTRACTOR employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and

appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

<u>After forty-five (45) business days</u>: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

<u>After sixty (60) business days</u>: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).</u>

Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

59. PAYMENT FROM OUTSIDE AGENCIES

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. STUDENT ABSENCES

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

62. RATE SCHEDULE/ORDERING DOCUMENT

In consideration for the Services, LEA agrees to pay CONTRACTOR in accordance with the Rate identified on the ORDERING DOCUMENT to be charged for each increment of Services.

Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in the ORDERING DOCUMENT.

ORDERING DOCUMENT may specify a number of "Contracted Students," which is the number of LEA students for whom LEA has purchased Services as of the date of the ORDERING DOCUMENT. LEA and CONTRACTOR agree that, upon request by any authorized representative of Customer (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") to serve more students than the number of Contracted Students or to provide additional Services, the terms of ORDERING DOCUMENT will apply, without the need for the Parties to enter into an additional ORDERING DOCUMENT. A request may be made orally, in writing, or by providing CONTRACTOR with a student's Individual Education Plan and/or Individual Services Agreement.

ORDERING DOCUMENT may set forth a "Assessments Commitment," which shall be the minimum number of assessments for which payment is due at the end of the term. If LEA does not purchase the Assessments Commitment during the INITIAL TERM or a RENEWAL TERM, at the end of the term, LEA shall pay an amount equal to the rate applicable to the type of assessment multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments equals the Assessments Commitment. Further, the Service Order may set forth a "Psychoeducational Assessments for which payment is due at the end of the term. If LEA does not purchase the Psychoeducational Assessments Commitment," which shall mean the minimum number of Psychoeducational assessments for which payment is due at the end of the term. If LEA does not purchase the Psychoeducational Assessments Commitment during the INITIAL TERM or a RENEWAL TERM, at the end of the term, LEA shall pay an amount equal to the applicable Rate multiplied by the number of additional assessments that would have had to be purchased so that the total number of assessments.

Setup fees set forth in the ORDERING DOCUMENT will be billed in the first invoice of theINITIAL TERM and anyRENEWAL TERM (each hereinafter referred to as a "TERM") on a per student, per SERVICE basis for the number of "Contracted Students" corresponding to a particular SERVICE. If the number of students receiving a SERVICE exceeds the number of Contracted Students corresponding to that SERVICE, Setup fees will be billed on a monthly basis for the number of students of (i) the number of Contracted Students or (b) the number of students for whom Setup fees have already been paid during the TERM.

"Monthly Commitment" shall mean the minimum dollar payment due each month of the TERM, excepting (i) any month prior to the beginning of SERVICES, (ii) the month in which SERVICES begin, and (iii) the month of June ("MONTHLY COMMITMENT MONTH"). For each MONTHLY COMMITMENT MONTH, LEA shall pay the greater of (i) the total fees incurred in each month or (ii) the Monthly Commitment amount. These amounts will be billed quarterly for the MONTHLY COMMITMENT MONTHS following the end of the prior calendar quarter, e.g., January, February and March Monthly Commitments will be billed following March 31. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence, which may be referred to as an "Unplanned Student Absence," LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. CONTRACTOR may charge LEA for the provision of progress reports, report cards, assessments or interviews.

If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session.

LEA agrees that for each successive year after the first school year of Services, the Rate specified in the ORDERING DOCUMENT Hourly Services Rate, Set-up Fee, and any other rates and fees related to Services will rise each year at, but no greater than, the most recent annual rate of inflation, rounded to the nearest half dollar (\$0.50) as defined by the Current Population Survey Medical Care index (CUUR0000SAM series) from the Bureau of Labor Statistics Medical Care index.

63. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

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

(b) Have <u>not</u>, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to

the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

64. **REPRESENTATIONS**

LEA hereby represents and warrants to CONTRACTOR as follows:

(a) LEA has the right, power, and authority to enter into and perform its obligations under this Master Contract,

(b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Master Contract and perform its obligations under this Master Contract,

(c) the undersigned has the right, power and authority to enter into this Master Contract on behalf of LEA,

(d) this Master Contract constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,

(e) the execution, delivery, performance of and compliance with this Master Contract will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,

(f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,

(g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,

(h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,

(i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces

or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,

(j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at available at https://www.presencelearning.com/tc/eq-spec/, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of an TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and

(k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Master Contract.

OSD BOARD AGENDA ITEM

Date of Meeting: 6/6/18 Name of Contributor: Robin Freeman Study Session: **Closed Session** A-1. Preliminary A-II. Reports Β. Hearings C. **Consent Agenda Agreement Category:** Academic Enrichment Special Education X Support Services Personnel Legal Facilities D. Action Items 1st Reading _ 2nd Reading ____ F. **Board Policies**

Approval of Agreement #18-12 – AVID Center (Freeman/Batista)

Advancement Via Individual Determination (AVID) trains and supports educators in using proven practices in order to prepare students for success in high school, college, and a career, especially students traditionally underrepresented in higher education. Professional development is a critical component of the program and will be provided during the 2018-19 school year. This program is utilized in grades 6-8 in our K-8 and Middle Schools. We are adding the AVID Excel Program in order to support our EL students who can benefit from AVID strategies and still need English Language support. The professional development component for this program includes classroom visits.

FISCAL IMPACT:

\$5,100.00 - Title I

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-12 with the AVID Center

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-12, AVID Center (8 Pages) Certificate of Insurance (7 Pages)

AVID Center Quote



Quote #: Q-01452 Oxnard School District 1051 S A St Oxnard, CA 93030 Quote Prepared For: Oxnard School District AVID Representative: Hayley Steele Phone: (858) 633-0081 Email: hsteele@avid.org

OSD AGREEMENT #18-12

District Products				
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE	
2	AVID Excel Site and District Visitation Days	\$2,550.00	\$5,100.00	
		District Products SUBTOTAL:	\$5,100.00	

TOTAL:	\$5.100.00
	+0)=00100

Additional Comments:

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and Oxnard School District ("Client").

Article I. Definitions

1.1. <u>AVID College Readiness System Services and</u> <u>Products Agreement ("Agreement")</u>: The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

1.2. <u>AVID College Readiness System</u>: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID *for* Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for nonelective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. <u>AVID Materials</u>: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. <u>AVID Member Site</u>: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. <u>AVID Methodologies</u>: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. <u>AVID Programs</u>: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. <u>Service and Product Exhibits</u>: The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. <u>Payment Terms</u>: The terms of when payment is due, as listed in this Agreement.

1.9. <u>Quote</u>: The order document that is fully incorporated into this Agreement.

Article II. <u>Period of Agreement</u>

2.1. <u>Term</u>: The Term ("Term") of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1. <u>Copyright License</u>: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.
- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

- (f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.
- (g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, nontransferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. <u>Rights Reserved</u>: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted

in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or **AVID Methodologies.**

3.5. <u>Enforcement</u>: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. <u>Proprietary Notices</u>: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. <u>Compliance with Laws</u>: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. <u>Data Collection:</u> On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

2018 - 2019 Oxnard School District Drafted: 04/26/2018

individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this section in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. <u>Sole Source</u>: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. <u>Compensation</u>

4.1. <u>Quotes—Invoicing and Payment</u>: AVID Center will invoice Client upon execution of this Agreement and payment is due net 30. Should Client issue Purchase Order(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement.

Article V. <u>Status of Parties</u>

5.1. <u>Independent Contractors</u>: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. <u>Authority</u>

6.1. <u>AVID Center Authority</u>: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. <u>Client Authority</u>: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. <u>Termination</u>

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. <u>Termination Without Cause</u>: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. <u>Cessation of Use</u>: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. <u>Cumulative Remedies</u>: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. <u>General Provisions</u>

8.1. <u>Governing Law and Venue</u>: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this

2018 - 2019 Oxnard School District Drafted: 04/26/2018

Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. <u>Entire Agreement</u>: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. <u>Limitation of Liability</u>: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. <u>Force Majeure:</u> Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. <u>Severability</u>: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. <u>Attorney Fees</u>: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. <u>No Assignment, Delegation or Transfer</u>: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. <u>Notice</u>: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested.

8.9. <u>Counterparts</u>: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. <u>Waiver</u>: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID Excel Participation:

- (a) <u>AVID Excel</u>: AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner students. The goal of AVID Excel is to interrupt students' path to long-term ELL status, accelerate their academic language acquisition, and place them in AVID and college preparatory coursework.
- (b) <u>AVID Excel Participation</u>: By signing the Quote and paying the associated Participation Fee for each participating site and a one-time curriculum fee per site, Client and their school sites listed in the Quote will be considered AVID Excel "Participant(s)." Participation runs concurrently with the Term of this Agreement.
- (c) <u>AVID College Readiness System and Materials</u>: Participation entitles Client to implement AVID Excel only at the Participant school sites listed in the Quote and to use the licensed AVID trademarks, copyrights and other intellectual property strictly for the Client's AVID Excel participation pursuant to the provisions of this Agreement.
- (d) <u>AVID Center Support</u>: AVID Center agrees to provide support to Client through AVID Center's national and/or divisional offices. Participation includes support from AVID Center's national office in the following ways:

• Access to resources, including but not limited to: recruiting documents, coaching materials, and training modules,

• Access to updates of curriculum and other resources,

• Access to phone, email, web conference support tailored to AVID Excel,

- Coordination with Client to collect, report, and analyze data from Participant schools,
- Access to ongoing AVID Excel development through various professional learning sessions and workshops,

• Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions,

• Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website.

- (e) <u>Licensing Benefits</u>: Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Exhibit.
- (f) <u>Annual Participation/License Fee</u>: Client agrees to pay AVID Center an annual Participation fee for each Participant site according to the pricing schedule set forth in the Quote.
- (g) <u>AVID Methods</u>: Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school sites' compliance with this Agreement.
- (h) <u>Student Selection</u>: Client agrees to select students for AVID's Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student Selection criteria may be modified and/or updated by AVID from time to time at AVID's sole discretion.
- AVID Excel District Leader: In order to disseminate AVID (i) effectively and to build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with district leaders known as AVID Excel District Leaders. The primary role of the AVID Excel District Leader is to coordinate support for AVID Excel within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Excel participation. The AVID Excel District Leader is required to be present at both the Professional Learning/Site Visitation Days for Years 1 and 2. Client agrees to maintain, at its expense, at least one district-level AVID Excel District Leader.

- (j) <u>District Virtual Professional Learning</u>: Client agrees to purchase and attend virtual professional learning in the district's first and second year of participation. Each year, Client's Participant sites attend approximately 5 hours of virtual professional learning. District Virtual Professional Learning is available for content-area teachers who teach AVID Excel students.
- (k) <u>District On-Site Professional Learning/Site Visitation</u> <u>Days</u>: Client agrees to purchase and participate in two (2) Professional Learning/Site Visitation Days in each of the district's first and second year of participation. A representative from AVID Excel will observe participating classrooms and meet with the building administrators, the AVID Excel District Leader, and AVID Excel teachers to discuss progress and provide support needed by the site and the AVID Excel District Leader.
- (I) <u>Summer Institute</u>: Client agrees to register and attend an AVID Summer Institute in the first year of participation for the AVID Excel District Leader in addition to a site team with a minimum of (6) six members per Participant site. The site team will include AVID Excel teachers, building administrator(s), AVID Excel content area teacher, and others such as the English language learner site/district coordinator or counselors. In Years 2 and 3 of participation, the AVID Excel District Leader is required to attend in addition to a site team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend.
- (m) AVID Excel Curriculum Set(s): Client agrees to purchase at least four (4) complete AVID Excel Curriculum Sets for each site in their initial year of participation of AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Quote. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote for which the materials were originally purchased. AVID Excel Curriculum Sets are nontransferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
- (n) <u>Curriculum Shipment</u>: AVID Center will ship AVID Excel curriculum libraries upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". The Client confirms that this date reflects the best time for receipt of shipment. Client should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID

2018 - 2019 Oxnard School District Drafted: 04/26/2018

Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered. DocuSign Envelope ID: 0AA6874C-7AEC-491E-B05C-AA8D8B0CE09E

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

	AVID Center, a California Non-Profit Corporation 501(c)(3)		Oxnard School District
Signature: Print		Signature: Print	
Name:		Name:	Lisa A. Franz
Title:		Title:	Director, Purchasing
Date:		Date:	
	AVID Center		

9797 Aero Drive, Suite 100 San Diego, CA 92123 Employer ID # 33-0522594

2018 - 2019 Oxnard School District Drafted: 04/26/2018

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TION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Inchool District is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (#	ACORD	191, Additional Remarks Schedule, t provided by the policy langua	, may be attached if mor age or endorsement is	e space is requir sued or approv	EL DISEASE - POLICY LIMIT		
	ERTIFICATE HOLDER	_			CANCELLATION	See Atta	chment		_
	15343968 Oxnard School District 1051 South A Street Oxnard CA 93030				THE EXPIRATION	DATE THE	EREOF, NOTICE WILL I		
5343968 Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.				1	AUTHORIZED REPRESE	NTATIVE	r P A		
5343968 Should any of the above described policies be cancelled befor the expiration date thereof, notice will be delivered in accordance with the policy provisions.						4-	- OH		

General Liability

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial ihterest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

 a, "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

Page 10 of 18

Policy Number: 72UUNKC3964

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement. However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products- completed operations hazard"

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

HG 00 01 06 05

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub- paragraphs (d) or (f); or

(II) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment, but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you. With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, 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 connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions Any state or political subdivision, but only with respect to operations

performed by you or on your behalf for which the state or political subdivision has issued a permit

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Page 11 of 18

HG 00 01 06 05

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs a through e above, 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;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III-LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of: a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2 General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to 2, above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by anyone person or organization

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of anyone "occurrence"

6. Damage To Premises Rented To You Limit

Subject to 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5, above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

HG 00 01 06 05

Page 12 of 18

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must: (1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information:

HG 00 01 06 05

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity. However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

 To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully compiled with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

Page 13 of 18

that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b, below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j, of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

Page 14 of 18

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured. When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit" if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5, Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date,

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V- DEFINITIONS

 "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television:
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper; or
 - b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement"

"Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

 "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

- 5. "Bodily injury" means physical
- a. Injury:
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

Page 15 of 18

HG 00 01 06 05

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/6/18

A-1. A-II. B.	Study Session: Closed Session Preliminary Reports Hearings		
С.	Consent Agenda	Aca Enr Spe Sup Pers Leg	ent Category: Idemic ichment icial Education oport Services sonnel ial ilities
D.	Action Items		
F.	Board Policies	1 st Reading	2 nd Reading

Approval of Agreement #18-15 – American Language Services (Freeman/Batista)

American Language Services will provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of July 1, 2018 through June 30, 2019.

FISCAL IMPACT

\$15,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-15 with American Language Services.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-15, American Language Services (13 Pages) Proposal - Services & Rates (7 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-15

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 6th day of June, 2018 by and between the Oxnard School District ("District") and American Language Services ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 through June 30, 2019 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. Time for Performance. The scope of services set forth in <u>Exhibit A</u> shall be completed during the Term pursuant to the schedule specified <u>Exhibit A</u>. 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 <u>Exhibit B</u> "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Fifteen Thousand Dollars (\$15,000.00), 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 <u>Exhibit C</u> "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: Dr. Marlene Batista Phone: 805.385.1501, x2351 Fax: 805.486.6084
To Consultant:	American Language Services 1849 Sawtelle Blvd., Suite 600 Los Angeles, CA 90025 Attention: Jay Herzog Phone: (310) 829.0741 x305 Fax: (866) 773.8591

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. DR. MARLENE BATISTA shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed <u>Exhibit D</u> "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:

AMERICAN LANGUAGE SERVICES:

Signature

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

Date

Typed Name/Title

Date

Tax Identification Number: 95-6002318

Tax Identification Number:

<u>EXHIBIT A</u> TO AGREEMENT FOR CONSULTANT SERVICES #18-15

SERVICES

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

Provide translation/interpreting services for parents who speak a language other than English, Spanish, or Moxteco, for parent conferences and meetings

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.
- \Box See attached list.

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

- ☑ None.
- \Box 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 RelatedProject #18-15

<u>EXHIBIT B</u> TO AGREEMENT FOR CONSULTANT SERVICES #18-15

COMPENSATION

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

*Per attached Proposal/Fee Schedule – Not to Exceed \$15,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $\frac{N/A}{P}$ 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 \$15,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #18-15

INSURANCE

I. <u>Insurance Requirements</u>. 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. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

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

- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.

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

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

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

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

Physicians and Medical Corporations \$5,000,000

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

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

A. <u>All Policies</u>. 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. <u>General Liability, Automobile Liability, and Abuse/Molestation Coverages</u>.

(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. <u>Other Requirements</u>. 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.

<u>EXHIBIT D</u> TO AGREEMENT FOR CONSULTANT SERVICES #18-15

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>AMERICAN LANGUAGE SERVICES</u>, who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date:

By:

Lisa A. Franz Director, Purchasing



AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community in Southern California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

AML-GLOBAL QUALITY STATEMENT

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

World Headquarters: 1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025 Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net www.alsglobal.net



AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985

ISO Certified – 9001 & 13485

INTERPRETING

- Worldwide coverage
- Qualified and certified for all languages
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

TRANSLATION & TRANSCRIPTION

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

DESKTOP PUBLISHING

- All Major Software InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- <u>Quality Control Process</u>: All translations include a <u>Three Step Process</u>: Translation, Proofing, and Editing
- ISO Certified 13485 & 9001

WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE

World Headquarters 1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025 Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net www.alsglobal.net



AMERICAN LANGUAGE SERVICES INTERPRETING RATES Southern California As of August 1, 2014

LANGUAGE	HALF DAY UP TO 3 HOURS	FULL DAY 3+ TO 6 HRS	ADDITIONAL HOURLY RATE
PRIME LANGUAGES			
SPANISH (LEGAL)	\$345	\$565	\$125
SPANISH (TRIALS)	\$365	\$585	\$125
SPANISH (QUALIFIED)	\$295	\$495	\$85
ARABIC (LEGAL)	\$445	\$775	\$145
ARABIC (QUALIFIED)	\$425	\$725	\$130
ARMENIAN (LEGAL)	\$495	\$850	\$150
ARMENIAN (QUALIFIED)	\$375	\$725	\$120
CANTONESE (LEGAL)	\$550	\$950	\$180
CANTONESE (QUALIFIED)	\$445	\$795	\$155
JAPANESE (LEGAL)	\$895	\$1,595	\$285
JAPANESE (QUALIFIED)	\$795	\$1,295	\$245
KHMER (LEGAL)	\$575	\$995	\$175
KHMER (QUALIFIED)	\$465	\$795	\$145
KOREAN (LEGAL)	\$495	\$950	\$165
KOREAN (QUALIFIED)	\$475	\$795	\$150
MANDARIN (LEGAL)	\$550	\$950	\$180
MANDARIN (QUALIFIED)	\$445	\$795	\$155
PORTUGUESE (LEGAL)	\$495	\$845	\$165
PORTUGUESE (QUALIFIED)	\$475	\$775	\$150
PUNJABI (LEGAL)	\$575	\$995	\$175
PUNJABI (QUALIFIED)	\$465	\$795	\$145
RUSSIAN (LEGAL)	\$495	\$985	\$175
RUSSIAN (QUALIFIED)	\$475	\$795	\$145
TAGALOG (LEGAL)	\$725	\$1,150	\$195
TAGALOG (QUALIFIED)	\$645	\$995	\$185
VIETNAMESE (LEGAL)	\$575	\$985	\$170
VIETNAMESE (QUALIFIED)	\$495	\$785	\$140
AMERICAN SIGN LANGUAGE (LEGAL CERTIFIED)		ER HOUR, PER INTERPR 2 HOUR MINIMUM	*
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PI	ER HOUR, PER INTERPRI 2 HOUR MINIMUM	ETER,

LANGUAGES BY REGION

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

SPECIALIZED LANGUAGES

HEBREW. GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS

\$550	\$985	\$175		

- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply

- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2014
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary



TRANSLATION RATES

LANGUAGE	PRICE PER WORD
Arabic	\$.1822
Chinese	\$.1822
Danish	\$.2124
Dutch	\$.2124
French	\$.1821
German	\$.1821
Hebrew	\$.2125
Italian	\$.1821
Japanese	\$.1924
Korean	\$.1924
Norwegian	\$.2124
Portuguese	\$.1619
Russian	\$.1821
Spanish	\$.1014
Swedish	\$.2124
Vietnamese	\$.1924

Translation rates include: Translations, Proofing, and Editing

- Please note that this is a <u>partial list</u>. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.

- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

World Headquarters 1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025 Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net www.alsglobal.net



AMERICAN LANGUAGE SERVICES TRANSCRIPTION RATES

LANGUAGE	E	COST PER AUDIO HOUR	LANGUAGE		COST PER JDIO HOUR
	(P	artial List of ov	er 150 Languages)		
ENGLISH		D II	n) C	DII
	Per Min	Per Hr		er Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210
AMERICAS					
	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450
EUROPEAN					
	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480
MIDDLE EASTERN					
	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			
ASIAN			-		
	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <>ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			
EXPE	DITED 1	URNAROU	UND TIMES AVAII	LABLE	

- Cost & turnaround time is determined by quality of audio, number or speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

ABC Unified School District Acton School District Office Alhambra Unified School District Anaheim City School District Antelope School District Arizona State University Azusa Unified School District Baldwin Park Unified School District Bassett Unified School District Bellflower Unified School District Beverly Hills Unified School District Bonita Unified School District Carlsbad Unified School District Castaic Union School District Centinella Valley Union School District Charter Oak Unified School District Claremont Unified School District Compton Unified School District Conejo Valley Unified School District Corinne A. Seeds University Elementary School Corona Norco Unified School District Covina Valley Unified School District Crescenta Valley Water District Culver City Unified School District DeVry University Downey Unified School District Duarte Unified School District East Whittier City School District Eastside Union District El Rancho Unified School District El Segundo Unified School District Fairbanks North Star Borough School District Federal Wage and Labor Law Institute Franklin Elementary School

Garvey School District Glendale Unified School District Glendora Unified School District Gorman School District Hacienda La Puente Unified School District Hampton University Harvey Mudd College Hawthorne School district Hermosa Beach City School District Hughes Elizabeth Lakes School District Inglewood Unified School District Keppel School District La Canada Unified School System Lancaster School District Las Virgenes School District LAUSD (Los Angeles) Community Outreach LAUSD District 8, A, B, C, D, E, F, G, H, I, J LAUSD Translation Unit Lawndale School District Learn.com Lennox School District Little Lake City School District Long Beach City College CITD-CMTAC Long Beach City College CITD-CMTAC Long Beach Unified School District Los Angeles County Office of Education Los Nietos School District Lynwood Unified School District Marquez Charter School **MIND** Institute Monrovia Unified School District Montebello Unified School District NewHall School District

Orange County Department of Education **Oxnard School District** Palmdale School District Palos Verdes Peninsula Paramount Unified School District Pasadena Unified School District Placer County Office of Education Pomona Unified School District Redondo Beach Unified School District **Rio School District Riverside Unified School District Rosemead School District Rowland Unified School District** San Bernardino County Schools San Diego School District San Francisco Unified School District San Gabriel Unified School District San Marino Unified School District Santa Monica - Malibu School District Saugus School District **SELP** Casa Pacifica SELPA Antelope Valley SELPA Corona-Norco USD SELPA Downey-Montebello SELPA East San Gabriel Valley (Arcadia) SELPA East San Gabriel Valley (Covina) SELPA East Valley Consortium SELPA Foothill (Glendale) SELPA Long Beach

SELPA Los Angeles USD SELPA Norwalk - La Mirada SELPA Pasadena SELPA Santa Clarita SELPA Southwest Service Area (Lawndale) SELPA Tri-Cities (Beverly Hills) SELPA Ventura County SELPA Whittier Area CO-OP Simi Valley Unified School District South Pasadena Unified School District South Whittier School District Southern CA School of Interpreting Stanford University Sulphur Springs School District Temple City Unified School District **Torrance Unified School District** UCEA UCLA Law School UCLA Molecular Pharmacology Department University of Southern California Walnut Valley Unified School District West Covina Unified School District Western Psychological Services Westside School District Whittier City School District Whittier Union High School District William S. Hart Union School District Wilsona School District Wiseburn School District

World Headquarters: 1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025 Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net www.alsglobal.net

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/6/18

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

Ratification of Agreement/MOU #17-315 – New West Symphony (Freeman/Curtis)

New West Symphony, along with volunteers from Oxnard Music Advocacy Group (OMAG), provided hands-on experiences with woodwinds and string instruments for 5th grade students at sixteen (16) school sites during the 2017-2018 school year.

FISCAL IMPACT

\$4,000.00 – LCFF (\$250.00 per school site)

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-315 with New West Symphony.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-315, New West Symphony (1 Page) Invoice (1 Page)

OSD AGREEMENT #17-315

MEMORANDUM OF UNDERSTANDING **Oxnard School District** And **New West Symphony Association** Agreement #1

This Memorandum of Understanding (MOU) is entered into by and between Oxnard School District (DISTRICT) and New West Symphony (NWS).

DISTRICT and NWS worked together to implement a program for the Music Van Experience for Grades 3-5 in sixteen (16) DISTRICT schools during the 2017-2018 school year according to a schedule worked out by DISTRICT Administration. The sixteen (16) schools served under this agreement: Brekke, Curren, Elm, Lemonwood, Marina West, McAuliffe, Ritchen, Rose, Sierra Linda, Soria, Harrington, Chavez, Marshall, Ramona, Kamala, and Driffill. Services under this agreement included Music Van visits provided by NWS through its valued partner Oxnard Music Advocacy Group (OMAG) to the above mentioned DISTRICT schools. DISTRICT is to reimburse NWS at a rate of \$250 per school, for a total of \$4,000 according to the invoice provided. NWS, with the support of OMAG, coordinated and provided the Music Van Experience from November 1, 2017 through February 28, 2018.

DESCRIPTION OF SERVICES:

- Α. NEW WEST SYMPHONY:
 - 1. Provided the Music Van Experience, which includes an informational student assembly, musical presentations, student access to musical instruments, and training for volunteers and teachers.
 - 2. Submitted an invoice once all school visits have been completed.
 - Provided a fully equipped van with more than 100 musical instruments valued at over 3. \$140,000 with the understanding that DISTRICT schools will responsibly monitor their use.
 - Is a fiscal receiver of payment from the DISTRICT for schools served with Music Van Experience 4. @ \$250 per school visit.
- B. DISTRICT will:
 - 1. Facilitate the processing of the invoice through OSD Accounts Payable once the tour is completed.

AUTHORIZED APPROVAL

OXNARD SCHOOL DISTRICT:

NEW WEST SYMPHONY:

Signature and Date

Lisa A. Franz Director, Purchasing

Signature and Date ALEXANDER GUREVICH, GENERAL MANAGER NEW WEST SYMPHONY



New West Symphony 2100 E Thousand Oaks Blvd, Suite D Thousand Oaks, CA 91362

Bill To:

Attn: Mary Curtis Oxnard School District 1051 S A St Oxnard, CA 93030

INVOICE

Date:	May 15, 2018
Payment Terms:	NET 30
Due Date:	On receipt
Balance Due:	\$4,000.00

Item	Quantity	Rate	Amount
Harrington - New West Symphony Music Van visit	1	\$250.00	\$250.00
Lemonwood - New West Symphony Music Van visit	1	\$250.00	\$250.00
Ritchen - New West Symphony Music Van visit	à.	\$250.00	\$250.00
Rose Ave - New West Symphony Music Van visit	1	\$250.00	\$250.00
Elm - New West Symphony Music Van visit	1	\$250.00	\$250.00
Chavez - New West Symphony Music Van visit		\$250.00	\$250.00
McAuliffe - New West Symphony Music Van visit	a	\$250.00	\$250.00
Marina West - New West Symphony Music Van visit	1	\$250.00	\$250.00
Marshall - New West Symphony Music Van visit	1	\$250.00	\$250.00
Sierra Linda - New West Symphony Music Van visit	1	\$250.00	\$250.00
Curren - New West Symphony Music Van visit	3	\$250.00	\$250.00
Ramona - New West Symphony Music Van visit	1	\$250.00	\$250.00
Brekke - New West Symphony Music Van visit	1	\$250.00	\$250.00
Kamala - New West Symphony Music Van visit	1	\$250.00	\$250.00
Driffill - New West Symphony Music Van visit	1	\$250.00	\$250.00
Soria - New West Symphony Music Van visit	1	\$250.00	\$250.00

Subtotal	\$4,000.00
Total:	\$4,000.00

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 6/6/18

A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	 Agreement	category:	
		Acade		
		Enrich	ment	
		<u>X</u> Specia	I Education	
		Suppo	rt Services	
		Persor		
		Legal		
		Faciliti	~~	
_	• .• •		62	
D.	Action Items			
F.	Board Policies	1 st Reading	2 nd Reading	

Ratification of Agreement #17-307 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 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 2017-2018:

EM111207 \$ 22,402.80 EN071309 \$ 27,312.60 (Includes Bus Aide)

FISCAL IMPACT:

\$49,715.40 - 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 #17-307 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$49,715.40.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-307, Ventura County Office of Education (2 Pages)



OSD AGREEMENT #17-307

PAGE 1 of 2

For Paraeducator Performing Special Circumstance Educational Support

GREEMENT

This Agreement, effective January 18, 2018 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.

- This agreement pertains to providing exceptional service(s) for, <u>EM111207</u>, a Special Education pupil who is a resident of DISTRICT and currently attends, <u>Los Nogales</u> 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 <u>Paraeducator performing special circumstance educational support</u> throughout the school day 1650 minutes weekly. ESY will be provided at 240 minutes a day throughout the school 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.
- The term of this contract shall begin <u>1/18/2018</u> (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	CURRENT: 2017-2018	UPCOMING: 2018-2019
	1/18/2018-6/8/2018	(ESY: 7/2/2018-7/6/2018)
	(ESY: 6/11/2018-6/29/2018)	8/22/2018-1/11/2019
(including ESY, if applicable)	\$ 22,402.80	+ \$ TBA

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:

SANTA PAULA UNIFIED SCHOOL DISTRICT	VENTURA COUNTY OFFICE OF EDUCATION
Signature Lisa A. Franz	Accepted By:
Title: Director, Purchasing	Approved By: Business Services Authorized Representative
Date:	Date:
	Estimated Cost \$ 22,402.80



For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective <u>December 13, 2017</u> is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the <u>Oxnard School District</u>, hereinafter referred to as DISTRICT.

- 1 This agreement pertains to providing exceptional service(s) for, <u>EN071309</u>, a Special Education pupil who is a resident of DISTRICT and currently attends Los Nogales School a special education program operated by SUPERINTENDENT.
- 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.
- 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 <u>Paraeducator performing special circumstance educational support</u> <u>throughout the school day 1565 minutes weekly and during transportation to and from school for 30 minutes a</u> <u>day for a total of 1755 minutes a week</u>. ESY will be provided throughout the day for 230 minutes a day and during transportation to and from school for 30 minutes a day for a total of 260 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 <u>12/13/2017</u> (*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.

CURRENT: 2017-2018			UPCOMING: 2018-2019		
12/	13/2017-6/8/2018		(ESY: 7/2/2018-7/6/2018)		
(ESY:	6/11/2018-6/29/2018)		8/22/2018-11/30/018		
\$	27,312.60	+	\$ <u>TBA</u>		
	12/	12/13/2017-6/8/2018 (ESY: 6/11/2018-6/29/2018)	12/13/2017-6/8/2018 (ESY: 6/11/2018-6/29/2018)		

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	VENTURA COUNTY OFFICE OF EDUCATION
Signature Lisa A. Franz	Accepted By:Special Education Authorized Representative
Title: Director, Purchasing	Approved By: Business Services Authorized Representative
Date:	Date:
	Estimated Cost \$27312.60
Please submit two original copies Oxnard School District-J	Purchasing Department

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman	Date of Meeting: 6/6/18
Study Session:	
Personnel Legal Facilities D. Action Items F. Board Policies 1 st Reading 2 nd Reading	

Ratification of Agreement #17-313 – DrumBus, LLC (Freeman/Sugden)

DrumBus, LLC will provide hands-on musical activities for Special Education students in Oxnard School District with the specific goals of increasing communication skills and students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills.

Term of Agreement: February 9, 2018 through July 30, 2018

FISCAL IMPACT:

\$13,500.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-313 with DrumBus, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-313, DrumBus, LLC (4 Pages)

This agreement is made and entered into this 6th day of June 2018, by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the "District" and DrumBus, LLC hereinafter referred to as the "Consultant".

Name of the Consultant: DrumBus, LLC Contact Info: Mike Liston, CEO 4842 Skycrest Circle Salt Lake City, UT 84108 (PH) 801.243.6430 (Email) <u>mike@drumbus.com</u> Tax ID: 26-4461041 Description of Services: Therapeutic drumming (see below) Date(s) of Service: To begin February 9, 2018 and end by July 30, 2018 Site(s) Where Service is to be performed: Oxnard School District School Sites

This District agrees to compensate the consultant for services rendered as follows:

Total Compensation for Services Not to Exceed:\$13,500.00To Be Paid as Follows:Invoiced monthly at a daily rate of \$350.00

Executive Summary

DrumBus will provide hands-on musical activities for students in the after school program in Oxnard School District with the specific goals of increasing communication skills, increasing students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expression, personal creativity, empathy, awareness of others, and the development of leadership skills.

The DrumBus is a self-equipped mobile classroom. Students participate while seated inside the bus, all instruments and instruction are provided.

The Drum Bus certifies that presenters have been fingerprinted and TB tested meeting the DOJ clearance requirements.

Drum Bus will carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

The Drum Bus program will utilize the evidenced-based "Beat the Odds" curriculum from UCLA's Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as maintaining focus and attentive listening, team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude. UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

Therapeutic drumming is perfectly suited for many of the unique social and cultural challenges of OSD because music is "the universal language." Students can participate, contribute, and even demonstrate leadership, regardless of language or level of previous musical experience. Participation in the drumming

activities is not precluded by test scores, language proficiency, socioeconomic status, or any other factors, and in that sense, is a fantastically level playing field. Everyone participates, all instruments provided, no experience necessary, 100% hands-on, musical education, with numerous opportunities for individual and group success. Multiculturalism and appreciation of diversity are core components of every lesson, and the instruments the students play represent a variety of cultures worldwide.

Program Overview

Total number of students: Approximately 90-120 each day in groups of 20-30 at one time.

Facilitator: Drumbus will provide one adult para educator qualified facilitator to guide the activities for students.

Frequency: 4-5 days per week from February 9, 2018 – July 30, 2018

Class sizes: 30 students or less, grouped in similar ages. Students will rotate through the DrumBus for 25-45 minutes each group. Length of time will vary according to age, attention span and school schedules.

Safety: The DrumBus will always be parked while students are on board. The bus will never travel with students on board; however, the bus meets all safety standards for school buses as described in California law.

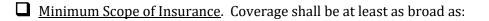
For more information, call Mike Liston at 801.243.6430 or email mike@drumbus.com

<u>Stipulations</u>

Indemnification. Provider 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal 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 by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification 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.

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:



- ↔ Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- \ominus Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- 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.
- Workers' Compensation insurance as required by the laws of the State of California.
- Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

<u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

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

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

- 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.
- 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.
- 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.
- 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.

<u>Other Requirements</u>. 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.

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

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

APPROVED:

DRUMBUS, LLC:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Mike Liston, CEO/Owner, DrumBus LLC Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Date of Meeting: 6/6/18 Name of Contributor: Robin Freeman Study Session: **Closed Session** A-1. Preliminary A-II. Reports Β. Hearings С. Consent Agenda **Agreement Category:** ____ Academic Enrichment Special Education X Support Services Personnel Legal Facilities D. Action Items 1st Reading 2nd Reading F. **Board Policies**

Ratification of Agreement #17-311 – Orange County Department of Education (Freeman/Ridge)

This agreement with the Orange County Department of Education (OCDE) is for work within the California SUMS initiative - Scaling Up Multi-Tiered System of Support (MTSS). OCDE is leading California's effort within the domain of MTSS, and is providing funding for districts to support this work.

This grant will provide the opportunity for two teachers from Haydock Academy of Arts and Sciences to attend the 2018 MTSS Professional Learning Institute on July 24-26, 2018 in Sacramento. OCDE has selected Haydock to be a "Knowledge Development Site" (KDS) for this work and will provide ongoing guidance and support to the school and district in the development of the MTSS model through the 2019 – 2020 school year.

Term of Agreement: November 2016 through June 30, 2020

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-311 with the Orange County Department of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-311, Orange County Department of Education (20 Pages)

CALIFORNIA SUMS INITIATIVE: SCALING UP MULTI-TIERED SYSTEM OF SUPPORT (SUMS) STATEWIDE GRANT DISTRICT KNOWLEDGE DEVELOPMENT SITE AGREEMENT

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This AGREEMENT is hereby entered into this 1st day of November, 2016, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Oxnard School District, 1051 South A Street, Oxnard, California 93030, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, SUPERINTENDENT has received funding from the State of California, California Department of Education for the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant to address barriers to learning and re-engage disconnected students by creating a culture of collaboration among marginalized and fragmented support systems; and

WHEREAS, the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant requires SUPERINTENDENT to allocate a portion of the grant funds to Schools throughout the State of California; and

WHEREAS, District is specially trained, experienced and competent to perform the services required and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1.0 TERM. The term of this AGREEMENT shall commence on November 1, 2016 and terminate on June 30, 2020, subject to earlier termination as set forth in this AGREEMENT, provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term

including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein and shall provide all labor, materials, supplies, and equipment necessary to fully perform all responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by this reference to this AGREEMENT.

3.0 COMPENSATION.

A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this AGREEMENT for the period of November 1, 2016 through June 30, 2020 is Five thousand dollars (\$5,000.00). Payment shall be made at the rate of Five thousand dollars (\$5,000.00) per participating school not to exceed two (2) schools. Participating School(s) on behalf of the DISTRICT are: Haydock Academy of Arts & Sciences.

B. DISTRICT agrees to establish and maintain fiscal control and accounting procedures as may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. Any work performed prior to approval of the State of California will be rendered on a voluntary basis and shall not be compensated unless and until funding is authorized.

4.0 <u>BUDGET ALLOCATION.</u> Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant funds shall be expended only for those purposes expressed under Section 2.0 of this AGREEMENT. No monies from the Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant shall be used

to supplant state or local general fund money of any purpose. Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed Budget Form and invoice along with the signed AGREEMENT. Once SUPERINTENDENT has approved DISTRICT's budget, DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions where an adjustment of funds in a line item are different from the originally approved budget by more than ten percent (10%).

5.0 PAYMENT AND INVOICING.

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT in advance, based on the maximum payment obligation identified in Paragraph 3.0 Compensation of this AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all <u>other</u> expenses incurred in connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved Scaling Up Multi-Tiered Systems of Support (SUMS) Budget Form and DISTRICT's invoice.

B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other travel related expense reimbursement claims shall not exceed the travel policy and procedures of the State of California. Travel and other related travel expenses shall be limited to those necessary for the performance of this AGREEMENT. Travel outside of the State of California must be authorized in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

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1	C. DISTRICT's billings shall be submitted on SUPERINTENDENT's form, "Scaling Up Mu	lti-	
2	Tiered System of Support Statewide (SUMS) Quarterly Budget and Expenditure Report", which is		
3	attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT. DISTRICT		
4	shall submit the Quarterly Budget and Expenditure Invoice by the following due dates:		
5	1. For the period commencing November 1, 2016 and ending June 30, 2017:		
6	Quarter 1 & 2: N/A		
7	Quarter 3 & 4: Due by July 15, 2017		
8	2. For the period commencing July 1, 2017 and ending June 30, 2018:		
9	Quarter 1 & 2: Due by Due by January 15, 2018		
10	Quarter 3 & 4: Due by July 15, 2018		
11	3. For the period commencing July 1, 2018 and ending June 30, 2019:		
12	Quarter 1 & 2: Due by January 15, 2019		
13	Quarter 3 & 4: Due by July 15, 2019		
14	4. For the period commencing July 1, 2019 and ending June 30, 2020;		
15	Quarter 1 & 2: Due by January 15, 2020		
16	Quarter 3 & 4: Due by July 15, 2020		
17 18	DISTRICT shall submit the Quarterly Budget and Expenditure Report to: Roberta Tovar		
18	Email: rtovar@ocde.us		
20	Telephone: (714) 966-4154		
21	D. All DISTRICT Quarterly Budget and Expenditure Reports submitted to SUPERINTENDENT		
22	shall be supported by source documentation including, but not limited to, ledgers, invoices, receipts,		
23	receiving records, and records of services provided.		
	E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of wh	ich	
24	DISTRICT is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT a	ind	
25	repaid by DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty		

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(30) days after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been made.

F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision set forth in this AGREEMENT.

G. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. It is mutually agreed that if the current fiscal year covered under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT shall have the option to either terminate this AGREEMENT with no liability occurring to the SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount. SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed served on the date of mailing.

6.0 <u>REPORTS</u>.

A. DISTRICT shall submit to SUPERINTENDENT required reports or evidence that deliverables have been met. Failure to do so may result in the loss and/or remittance of all awarded funds.

B. DISTRICT shall be responsible for collecting all data required under this AGREEMENT

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pursuant to Exhibit "D", "Knowledge Development Sites (KDS) – Evaluation Outcomes", which is attached hereto and incorporated herein by this reference to this AGREEMENT. DISTRICT will submit the collected data, along with a summary of activities, reasons for lack of progress toward attainment of objectives, if any, and explanation for major changes to the budget, if any; and other data required.

C. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT, concerning DISTRICT's activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow DISTRICT thirty (30) calendar days to respond.

RECORDS MANAGEMENT AND MAINTENANCE.

A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage records appropriate to the services provided and in accordance with this AGREEMENT and all applicable requirements.

B. DISTRICT shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. DISTRICT shall retain all financial records for a minimum of three (3) years after the completion of the activities for which the funds are used and until audit findings are resolved, or due to legal proceedings such as litigations and/or settlement of claims whichever is longer.

D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within twenty-four (24) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all information that is requested and provided by DISTRICT.

8.0 INDEPENDENT CONTRACTOR.

A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the

terms of this AGREEMENT.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this AGREEMENT.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment.

E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner to be SUPERINTENDENT's employees.

9.0 INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and their officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees, from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

10.0 COPYRIGHT. SUPERINTENDENT and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and work product (both tangible and intangible), if any, developed under this AGREEMENT including those materials covered by copyright.

11.0 CONFIDENTIALITY. SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality as they now exist or may hereafter be amended or changed. The confidentiality requirements under this paragraph shall survive the termination or expiration of this AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

12.0 CONFLICT OF INTEREST. The Parties hereto acknowledge that DISTRICT may be affiliated with one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this AGREEMENT, when compared to the result such act has on any other organization or professional practice.

13.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

14.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its obligations hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

15.0 INSPECTIONS AND AUDITS. SUPERINTENDENT and, State of California or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint

or conducting an audit, review, evaluation, or examination during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are provided.

16.0 LICENSES AND LAW.

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A. DISTRICT shall, throughout the term of this AGREEMENT, maintain all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause for termination of this AGREEMENT.

B. DISTRICT shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed.

ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

 DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this AGREEMENT:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification or statement that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification or statement that DISTRICT has fully complied with all

lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to so comply.

Failure of DISTRICT to timely submit the data and/or 2. certifications/statements required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this AGREEMENT; and failure to cure such breach within sixty (60) calendar days of notice from SUPERINTENDENT shall constitute grounds for termination of this AGREEMENT.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

NONDISCRIMINATION. In the performance of this AGREEMENT, DISTRICT shall not engage 17.0 in, nor permit any employee or agent to engage in discrimination in employment of person or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, not subject any person to discrimination under any program or activity funded in whole or in part with the Improving Systems of Academic and Behavioral Supports (ISABS) funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

18.0 TERMINATION.

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Either party may terminate this AGREEMENT, without cause, upon thirty (30) days' A. written notice (Notice of Termination) given the other party. Upon receipt of notice of termination 24 without cause, DISTRICT shall immediately cease performance under this AGREEMENT. 25

Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right Β. to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

19.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20.0 <u>COMPLIANCE WITH APPLICABLE LAWS</u>. The services completed herein must meet the approval of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and

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local laws, statutes, rules, regulations and local ordinances that are now or may in the future become applicable to the services performed under this AGREEMENT.

21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 DEFAULT. Failure by DISTRICT to perform and/or comply with any provision, covenant, or condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and may elect any of the following, if applicable:

A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

B. Discontinue payment and eligibility for payment to DISTRICT during the period in which DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those monies disallowed pursuant to the above offset authority; and/or

D. Withhold from any monies payable to DISTRICT sufficient funds to compensate SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the services required by this AGREEMENT.

23.0 NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

 SUPERINTENDENT:
 Orange County Superintendent of Schools 200 Kalmus Drive

 P.O. Box 9050
 Costa Mesa, California 92628-9050

 Attn: Patricia McCaughey
 DISTRICT:

 Oxnard School District
 1051 South A Street

 Oxnard, California 93030
 Costa 9030

Attn:

24.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25.0 <u>ALTERATION OF TERMS</u>. This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and DISTRICT.

26.0 <u>AUTHORIZED SIGNATURES</u>. The individuals signing this AGREEMENT warrant that they are authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

27.0 <u>GOVERNING LAW</u>. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

1	IN WITNESS WHEREOF, the Parties have ex	ecuted this AGREEMENT, in the County of
2	Orange, State of California.	
2	DISTRICT: OXNARD SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT
4	вү:	BY: Yatrun Milling
5	Authorized Signature	Authorized Signature
6	PRINTED NAME: Lisa A. Franz	PRINTED NAME: Patricia McCaughey
7	TITLE : Director, Purchasing	TITLE: Administrator
8	DATE:	DATE: April 5, 2017
9	TIN: 95-6002318	
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12		
13	Oxnard SD-KDS-ISABS Grant-State Grant(44085) 2017-2020 ZIP4	
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	Page 15	

EXHIBIT "A" SCOPE OF SERVICES

DISTRICT shall provide the following services:

1. Participation in Technical Assistance (TA) provided by SUPERINTENDENT in partnership with the California Department of Education, Butte County Office of Education, the SWIFT Center and other County Offices of Education.

MTSS Training Scope & Sequence

Training 1 (2 days) Introduction to California MTSS	Training 2 (2 days) Foundations of California MTSS	Training 3 (2 days) Engineering Your MTSS	Training 4 (2 days) Structuring Your MTSS	Training 5 (2 days) Advancing Your MTSS
 SUMS Overview and Expected Outcomes What is Your "Why"? MTSS & Supporting Domains Theory of Action for Transformation 	 Dive Deep into Content through Fidelity Integrity Assessment (FIA) Design the Future Aligned to Content Exploration / Foundation Self- Assessment of Teams, Communications, Introduction to Coaching 	 Revisit Master Schedule, School Resource Profile, and Tiered Intervention Matrix Site specific Exploration / Foundation Self- Assessment of "current reality" 	 Engage in Data Snapshots to Identify Near-term Priorities Begin Priority & Practice Planning, Identifying Next Steps to Advance MTSS 	 Re-assess Teaming, Communications and Coaching Continue Priority & Practice Planning Around Identified Priorities Develop State, County & District Resource Maps and Matching to Priorities

- 2. Implement an integrated multi-tiered system of standards-based instruction, interventions, mental health, and academic and behavioral supports aligned with accessible instruction and curriculum using the principles of universal design, such as UDL, established in the state curriculum frameworks and Local Control Accountability Plans (LCAPs), which are required to demonstrate how the services provided for low income pupils, foster youth, and English learners are increased or improved for these pupils (5 CCR 15496).
- 3. Provide strategies that support student success in the least restrictive environment and foster greater inclusion.
- 4. Leverage and coordinate multiple school and community resources.
- 5. Implement multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral support.
- 6. Incorporate the types of practices, services, and efforts listed in numbers 2-5 into LEAs' LCAPs.

Scaling Up Multi-Tiered Systems of Support (SUMS)

Improving Systems of Academic and Behavioral Supports (ISABS)

BUDGET

Oxnard School District

	Year 1	Year 2	Year 3	Year 4	Totals
CATEGORY	May 1, 2017- June 30, 2017	July 1, 2017- June 30, 2018	July 1, 2018- June 30, 2019	July 1, 2019- June 30, 2020	
1000 Certificated Salaries			2,000		2,000
2000 Classified Salaries	1		· · · · · · · · · · · · · · · · · · ·		
3000 Benefits					
4000 Books & Supplies					
5000 Services and Other Operating Expenditures(other than travel expenditures.)					
5200 Travel & Conference			3,000	· · · · · · · · · · · · · · · · · · ·	3,000
6000 Equipment	1				
7000 Indirect Costs [rate%]			· · · · · · · · · ·		340
Total Budget	1. I.		5,000		5,000

Coordinator Name and Title	Phone Number	Coordinator Signature	
Chris Ridge, Director of Pupil Services	805-385-1501 x 2161	x	

Fiscal Services Name and Title	Phone Number	Fiscal Services Signature		
Janet Penanhoat, Assistant Superintendent of Business services	805-385-1501 x 2401	× Amakergrantono	5/1/2018	

Prior written approval of a budget revision is required when adjustment of funds in the line items differ from the approved budget in the original application by more than 10%.

Revisions will be considered up to twice a year.

Knowledge Development Sites (KDS) - Evaluation Outcomes

The SUMS program evaluation will include formative and summative elements to examine the delivery, quality, and impact of the SUMS Initiative.

Process Evaluation

Evidence of successful implementation will consist of documents and artifacts pertaining to each SUMS activity, service, and product; technical assistance logs; and evaluation surveys. Documents and artifacts may include: SUMS meeting agendas and minutes, training materials, website content, sub-grant application review sheets, and module completion data. *Quarterly technical assistance logs* will record the amount and types of technical assistance provided. *Feedback surveys of technical assistance* will gather KDSs' feedback on 1) technical assistance quality, relevance, and usefulness, and 2) to determine the degree to which they perceive an increase in confidence or efficacy to a) implement the changes they envision for themselves, b) access the resources they need to make these changes, and c) build their capacity to transform and sustain.

Outcome Evaluation

SUMS intends to help Knowledge Development Sites (KDS), LEAs and charter schools do the following:

Proximal Outcomes (shorter-term)

- Increased or improved services provided for low income pupils, foster youth, and English Learners (ELs)
- Strategies that effectively support student success in the least restrictive environment and foster greater inclusion
- 3. Leveraged and coordinated multiple school and community resources
- Implemented multi-tiered, evidence-based, data-driven district-wide and school-wide systems
 of academic and behavioral supports
- 5. Outcomes 1-4 incorporated into LCAP
- (for State Leadership Team only) Statewide use of academic and behavioral programs and practices using a MTSS framework

Evidence:

- SWIFT Fidelity Integrity Assessment (FIA)
- SWIFT Fidelity Implementation Tool (FIT)
- District Capacity Assessment (DCA)
- District LCAP
- Outcome Reports

Distal Outcomes (longer-term)

Decreases in: suspension and expulsion rates, discipline referrals, referrals to special education, chronic absenteeism, incidents of bullying or harassment, dropout rates, and Risk Factors (PBIS School Safety Survey)

Increases/Improvements in: numbers of educators and pupils served, pupil attendance, graduation rates, measures of student academic achievement, school climate, average instructional minutes, average instructional time in integrated settings for students with IEPs, students' social-emotional competence, and Protective Factors (PBIS School Safety Survey)

Evidence: Outcome Reports



Knowledge Development Sites (KDS) – Evaluation Measures

Process Measures:

Technical Assistance Logs

- COEs will record the amount and types of technical assistance provided to KDS
- Reported quarterly (at minimum) by COE

Technical Assistance Feedback Survey

- Capture KDS feedback on 1) technical assistance quality, relevance, and usefulness, and 2) to
 determine the degree to which they perceive an increase in confidence or efficacy to a) implement
 the changes they envision for themselves, b) access the resources they need to make these
 changes, and c) build their capacity to transform and sustain
- Conducted as an electronic/online survey
- Invitation to complete will be delivered via email and the survey will be accessible on My Digital Chalkboard
- Timeframe: post-only; following delivery of technical assistance

Outcome Measures:

SWIFT-Fidelity Integrity Assessment (FIA)

- To measure the KDS's fidelity of implementation
- Self-assessment conducted by the KDS, can be completed within 1 day
- For 2016-2017, complete Time 1 (FIA 1) by March 2017 (on a day of KDS's choice) and complete Time 2 (FIA 2) 6-8 weeks after FIA 1 (on a day of KDS's choice)
- For 2017-2018 and beyond, complete FIA (Fall) by October (on a day of KDS's choice) and complete FIA (Spring) by March (on a day of KDS's choice)
- Include FIA results (as available) with the semi-annual Outcome Reports

SWIFT-Fidelity Implementation Tool (FIT)

- Administered to a random sample of KDS sites
- To measure the KDS's fidelity of implementation
- Conducted annually by an external assessor designated by the Regional Lead, takes 1 full day to complete
- Establish a baseline by June 2017 and conduct follow-up assessment by June of each year (2017-2018 and beyond)
- Include FIT results with the semi-annual Outcome Report due by July

District Capacity Assessment (DCA)

- The DCA is an action assessment designed to help educational district leaders and staff assess and better align resources (within nine subscales) with intended outcomes and develop action plans to support the KDS's use of effective innovations
- Facilitated self-assessment completed by the District Leadership Team (DLT) or School Transformation Team (STT), can be completed within 1 day
- Establish a baseline by June 2017 and conduct follow-up assessment by June of each year (2017-2018 and beyond)
- Include DCA results with the semi-annual Outcome Report due by July

District LCAP

- Supporting evidence that Proximal Outcomes 1-4 are incorporated into LEA's LCAP
- Submitted annually with the semi-annual Outcome Report as it becomes available



Outcome Measures (continued):

Outcome Reports

- To capture qualitative information of District's MTSS implementation policies and processes regarding Proximal Outcomes 1-5
- Districts that make progress in Proximal Outcomes 1-5 are expected to have positive student effects (Distal Outcomes) over time
- For 2016-2017, submit information electronically/online by July 2017
- For 2017-2018 and beyond, submit information electronically/online for Quarters 1 & 2 by January and Quarters 3 & 4 by July
- Invitation to complete will be delivered via email and will be accessible on My Digital Chalkboard



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/6/18

STUDY SESS CLOSED SES SECTION A-1 SECTION A-II SECTION B:	Sion : Preliminary : Reports		
	CONSENT AGENDA		Agreement Category
SECTION C: C	JUNSENT AGENDA		_Agreement Category:
			Academic
			Enrichment
			Special Education
			Support Services
			Personnel
			Legal
			0
			X Facilities
SECTION D:	ACTION		
SECTION F:	BOARD POLICIES	1 st Reading	2 nd Reading

Approval of Work Authorization Letter #1S to KENCO Construction Services for DSA Inspector of Record Services for the Elm Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional construction services, the Board of Trustees approved Master Agreement #13-128 with KENCO Construction Services, to perform inspector of record ("IOR") services related to the design and construction of Projects identified in the District's Facilities Implementation Program. The District established a fair, impartial rotation for the assignment of work to each of the firms prequalified to perform professional services of this nature.

The District, in consultation with CFW recommends issuing Work Authorization Letter #1S to KENCO Construction Services for a one-time extension to continue performing the inspector of record ("IOR") services for the duration of the Elm Elementary School Reconstruction Project. Currently the original project duration has been extended due to the need to perform additional Work not included in the original scope of work. Accordingly, it is necessary to extend IOR services in order to provide on-going IOR services for the extended duration of the project. These IOR services will ensure the performance of the construction work will meet the requirements defined in the DSA-approved plans and specifications for the project.

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

Master Agreement: **#13-128** Work Authorization Letter: **#1S** Consultant: **KENCO Construction Services** Date Issued: **06/06/2018** Fixed Fee Amount: <u>One-Hundred Seventy-Nine Thousand Five Hundred Twenty Dollars</u> <u>and No Cents</u> (\$179,520.00)

The attached Work Authorization Letter describes the scope of services requested from KENCO Construction Services and calls for the performance of inspector of record ("IOR") services to ensure that construction work performed is accomplished in accordance with DSA approved

design documents. This is accomplished through the on-going inspections of all construction activities to ensure compliance with approved construction documents (i.e., review of approved DSA plans and specifications, requests for information, change orders, submittals, etc.). These IOR services will confirm that construction is acceptably completed in accordance with the approved construction documents.

FISCAL IMPACT

The DSA Inspector of Record ("IOR") services will be completed for a lump sum fixed fee of: <u>One-Hundred Seventy-Nine Thousand Five Hundred Twenty Dollars and No Cents</u> [\$179,520.00] to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #1S for Master Agreement #13-128 with KENCO Construction Services.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #1S KENCO Construction Services (1 Page)
- KENCO Construction Services Proposal Dated 05/01/2018 (3 Pages)
- Master Agreement # 13-128, KENCO Construction Services (28 Pages)

SE INSPIRE - EALA	WORK AUTHORIZATION LETTER				
80 00-21	GENERAL INFORMATION				
Experience - in de time	PROJECT #: 5		DATE: 6/6/2018		
dischars Lindawe	SITE NAME: Elm Elementary Schoo	ol Reconstruction			
3、林林林 /5	MASTER AGREEMENT #: 13-128		OPSC # 72538-78		
TRO SCHOOL DIST	WAL #: #1S		VENDOR ID:		
	PURSUANT TO MASTER	AGREEMENT BE	TWEEN:		
[DISTRICT		CONSULTANT		
OXNARD	SCHOOL DISTRICT	Firm Name:	KENCO Construction S	ervices	
1051 5	South A Street	Street:	1230 Doris Avenu	Je	
Oxna	rd, CA 93030	City, State, Zip:	Oxnard, CA 9303	0	
(805	5) 385-1501	Phone:	(714) 981-2752		
	SCOPE OF SERVICES TO BE P	ERFORMED UND	ER THIS WAL		
This is a one time supplem	ental WAL for one DSA Class 1 Inspe	ector for Phase 1	- the replacement of the Elm		
	new campus including construction		-	and	
Multi-Purpose Buildings. Si	te work includeed. And Phase 2 - D	emo of existing s	school including new parking lots	S,	
landscape and play equipm	nent. All scope at one site.				
	(ATTACH ADDITIONAL	PAGES AS NECES	SARY)		
	SCHEDULE OF SERVICES TO BE	PERFORMED UN	IDER THIS WAL		
START DATE: 7/1/1	8	COMPLETION D	DATE: 6/30/19		
FIXED	FEE AMOUNT: \$179,520.00	-			
This fee amount is based u	pon Consultant's proposal dated	8 and	l subsequent negotiations mutually agre	eed to by all parties	
This WAL is inherently a part of t	he Master Agreement referenced above.	It is bound by the g	general terms and conditions of the N	laster Agreement.	
	Consultants specific Scope of Services, agi			completion of	
Services, and other provisions rea	quired to clearly indicate the required Ser	vices, and terms of	this WAL.		
This WAL and associated Master	Agreement hereby supercede any and al	l terms conditions	and other provisions of the Consulta	nt's Pronosal· and	
	r provisions are null and void, and are not				
	are directly superceded by this WAL and/o	•			
	RTIES HAVE AGREED TO AND EXECUTED	דעוב אואו אב כבי			
-		THIS WAL AS SE			
	DISTRICT		CONSULTANT		
OXNARD	SCHOOL DISTRICT	CONSULTANT			
(SIGNA	TURE) (DATE)		(SIGNATURE)	(DATE)	
		CT USE ONLY			
PROJECT MANAGER: Jennife	r MacIsaac	PREPARED BY:	Sean Mahan		
P.O. #	_	P.O. AMOUNT:		struct and	
SOURCE OF FUNDS:	MEASURE "R" DEF. MAINT. DEV. FEES OTHER Master Construct and Implementation Funds				
COST ID: 6290					
(PM APPR	OVAL SIGNATURE)		(DATE)		
SPECIAL INSTRUCTIONS:					



DSA Cert #4922 – Class 1. EIN #27-2782038 SOS Corp. # 3245180 "Building Safer Schools"

\$179,520.00

on for DSA Inspe	ection. See P.O. #P17-02867	
05-01-18		
1055 South C Stree	et	
		roject 5.
#03-116407	File: 56-22	
Replacement of the of the Kindergarten, Site work included.	Elm Elementary Campus with a new campus in , Classroom, Admin/Media, and Multi-Purpose And <u>Phase 2</u> – Demo of existing school includ	cluding construction Buildings.
		1-01-17 to 6-30-18 7-0 1-18 to 6-30-19
Estimated regular w	veekdays: 264 days (2,112 hrs.)	#17-02867 expires 6-30-18)
Estimated cost for re	regular weekday DSA Inspection:	\$ 179,520.00
Over Time is a rate	of @ \$127.50 per hr.	<u>\$ 0.00</u>
	05-01-18 Oxnard School Dis 1055 South C Stre Oxnard, Ca. 9303 (805) 385-1514 Elm Street Eler 450 E. Elem Street. #03-116407 Proposal Extension Replacement of the of the Kindergarten Site work included landscape, and play Original estimated Proposed extension Class 1 Inspector (Estimated regular v Estimated cost for n Over Time is a rate All OT must be app	Oxnard School District1055 South C StreetOxnard, Ca. 93030(805) 385-1514Elm Street Elementary School Reconstruction – Pr450 E. Elem Street. Oxnard, Ca. 93033#03-116407File: 56-22Proposal Extension Request for one DSA Class 1 Inspector for PIReplacement of the Elm Elementary Campus with a new campus ir of the Kindergarten, Classroom, Admin/Media, and Multi-Purpose Site work included. And Phase 2 – Demo of existing school includ landscape, and play equipment. All scope at one site.Original estimated project start & completion date: Proposed extension estimated project start & completion date:Class 1 Inspector @ \$85.00 per hour, beginning July 1, 2018. (PO Estimated cost for regular weekdays: 264 days (2,112 hrs.) Estimated cost for regular weekday DSA Inspection:Estimated Overtime Cost, Over Time is a rate of @ \$127.50 per hr. All OT must be approved by the District or the CM prior to

Please be advised that all inspections are subject to <u>contractor performance</u>.

Therefore the total cost proposal is an estimate and subject to increase or credit.

Total Estimated Cost: (without contingency)

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

- 1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
- 2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
- 3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
- 4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
- 5. This Agreement shall begin on or about **July 01, 2018** and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District, and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
- 6. The Oxnard School District agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of \$85.00 per hour for each Class 1 inspector, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary per the project specifications.
- 7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders or on a computer CD.
- 8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.
- Х

Ken Hinge, President KENCO Construction Services, Inc. Date: 05-01-18 Х

District Authorized Agent Oxnard School District Date:

Pg. 2

Oxnard School District

Phone: (805) 385-1501 x2412 or 2413

Fax: (805) 240-7582

SHIP TO: Facilities 1055 S C STREET OXNARD, CA 93030-7442

Vendor Phone: (714) 981-2752 FAX: (805) 967-3542 KENCO CONSTRUCTION SVCS INC **1230 DORIS AVENUE** OXNARD, CA 93030

BILL TO:

Accounts Payable 1051 South A Street Oxnard, CA 93030-7442

Customer Acct #:

RDER LOCATION 00 - Facilities	Emailed Faxed Mailed	VENDOR # 002340/1	REQUISITIONER Lisa Franz	REQUISITION # R17-03108
ATE REQUIRED	F.O.B. TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
EM QTY UNIT	DESCRIPTI	ON	UNIT COST	EXTENSION
1 1 EACH	*APPROVED BY THE BOARD OF TRUS PROVIDE DSA INSPECTOR OF RECORI PROJECT 5 - ELM ELEMENTARY SCHO AUTHORIZATION LETTER #1 AND THE OF MASTER AGREEMENT #13-128	D SERVICES FOR IOL - PER WORK	257,040.00	\$257,040.00
1	ACCOUNT DISTR	IBUTION	AMOUNT	
	(034379) 213-6290-9010-0-0000)- 8500- 040- 600- 0005- 0	\$257,040.00	
Itemized INVOICES in Duplica Enclose PACKING LIST with A		Order Sub-Total		\$257,040.0

OXNARD SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES (MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Kenco Construction Services, Inc.** ("Consultant") with a business address at 177 S. Anacapa St., Ventura, CA 93001. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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



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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 11. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 12. **Termination**. This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

- 13. Similar or Identical Services. In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
- 15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

- 16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
- 17. Use of Documents by District. If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
- 18. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

(Initials)

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

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

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

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

- 29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

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

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

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

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

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

With electronic copy to:	Caldwell Flores Winters, Inc. Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon T: 510-596-8170 Email: ycalderon@cfwinc.com
To Consultant:	KENCO Construction Services, Inc. 177 S. Anacapa St., Ventura, CA 93001 Attention: Ken Hinge T: (714) 981-2752 Email: kenhinge@kencoconstructionservices.com

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

~13

Date

Tax Identification Number: 95-6002318

KENCO CONSTRUCTION SERVICES INC.:

Signature

KENNETH HINGE - Mes.

Typed Name/Title

10-30-13

Date

Tax Identification Number: 27-2782038

EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #13-128

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

□ Not Project Related

Project #13-128

INSPIRE + LA		NORK AU	THORIZATION LET	TER (WAL)					
		(ENERAL INFORMATION						
	PROJECT #:		C	DATE:					
- THUNK	SITE NAME:		C)SA #:					
	MASTER AGREEMENT #:		c)PSC #:					
AN SCHOOL DIS.	WAL #:			ENDOR ID:					
	PURSUANT	TO MASTER	AGREEMENT BETWEEN:	· · · · · · · · · · · · · · · · · · ·					
	DISTRICT			CONSULTANT					
OXI	VARD SCHOOL DISTRICT	-	Firm Name:						
	1051 South A. St.	F	Street:						
	Oxnard , CA 93030		City, State, Zip:						
	(805) 385-1501		Phone: RFORMED UNDER THIS	14/01					
	SCOPE OF SERVI			WAL					
		(ATTACH ADD'L PAG	SES AS NECESSARY)						
	SCHEDULE OF SER	VICES TO BE	PERFORMED UNDER TH	IS WAL					
START DATE:			COMPLETION DATE:						
	FIXED FEE AMO	UNI:							
This fee amount is based	upon Consultant's proposal dat	ted	and subsequent negotiation	ons mutually careed to by a	l parties.				
and such terms, condition Master Agreement wheth	Master Agreement hereby sup ns, and other provisions are nul ner or not they are directly supe HE PARTIES HAVE AGREED TO J	l and void and a prseded by this V	re not incorporated to any ext VAL and/or the associated Mc	ent as part of this WAL and aster Agreement.					
	DISTRICT			CONSULTANT					
OX	NARD SCHOOL DISTRICT		CONSULTANT:						
(SIGNATUI	RE)	(DATE)	(SIGNATURE)	<u></u>	(DATE)				
		FOR DISTRIC	T USE ONLY						
PROJECT MANAGER:			PREPARED BY:						
PO #:			PO AMOUNT:	· · · · · · · · · · · · · · · · · · ·					
SOURCE OF FUNDS:	□ MEASURE "R" □ DEF. M	AINT. □ DEV. FE	ES 🖻 OTHER:	······································					
COST ID:									
	VAL SIGNATURE)		(DATE)						
SPECIAL INSTRUCTIONS:									
·									

EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #13-128

COMPENSATION & RATE/FEE SCHEDULE

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

PROJECT DSA INSPECTION FEE SCHEDULE

Fee Structure:	Class 1 Inspection:	\$85.00 per hour.
	Class 2 Inspection:	\$75.00 per hour
	Class 3 Inspection:	\$65.00 per hour.

- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that

☑ Project #13-128

are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

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

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

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

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

EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #13-128

INSURANCE

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

A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

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

- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>EXHIBIT D</u> TO AGREEMENT FOR CONSULTANT SERVICES #13-128

CONFLICT OF INTEREST CHECK

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

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

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

11-20-Date: tranz By: Lisa A. Franz

Director, Purchasing

EXHIBIT "E" TO AGREEMENT FOR CONSULTANT SERVICES #13-128

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Ø Project #13-128

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

Name: KENNETH HENGE Title: President

AND/OR

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

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

Date: 10-30-13

Signature:

By:

Its:

Proper Name of Contractor: KEMMEHL HEHGE

EXHIBIT "F" TO AGREEMENT FOR CONSULTANT SERVICES #13-128

SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)

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

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

1. Certifications:

a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors' Certificate issued by the Division of the State Architect.

2. Pre-Construction services required:

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

3. Construction Phase Services Required:

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of nonconforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

4. Post-Construction Services Required:

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

5. Reports

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

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

6. Time

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

7. Accuracy Standards

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.

EXHIBIT "G" TO AGREEMENT FOR CONSULTANT SERVICES #13-128

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. : [INSERT PROJECT NAME]

Consultant: Kenco Construction Services, Inc. ("Kenco")

Kenco has submitted Invoice No. ______ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

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

Kenco Construction Services, Inc. Date

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

Caldwell Flores Winters, Inc.

Date

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

□ Not Project Related

☑ Project #13-128

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW) Program Manager for Oxnard School District 1901 Victoria Ave, Suite 106 Oxnard, CA 93035 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT:	Project Name/Site
PROJECT #:	Project #
PROJECT TYPE:	New Const./Modernization
DATE:	Date of Invoice
INVOICE ≠:	Invoice #
PERIOD COVERED:	Billing Period of Invoice
PO #:	Purchase Order #

SUBCONTRACTOR:

VENDOR NAME

PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

	BASE CONTRACT BILLING FORM								
						COST	TOTAL		
					% TO	COMPLETED	PREVIOUS	% THIS	
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	DATE	TO DATE	BILLINGS	PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COSTID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		SUBTOTALS		#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE	CONTRACT AND ADDITIONAL AWARDS	#VALUE!
	TOTAL DUE THIS INVOICE	#VALUE!

ND#4819-2103-6308

□ Not Project Related

☑ Project #13-128

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfwine.com), or mail to the CFW Oxnard office at 1901 Victoria Ave. Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay prevent processing of payment.
- NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

ND#4819-2103-6308

Exhibit G – page 3

ACORD CERT	IFIC	ATE OF LIA	BIL	ITY IN	SURA	NCE	10-	30-2013
THIS CERTIFICATE IS ISSUED AS A I CERTIFICATE DOES NOT AFFIRMATI BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	VELY OF	R NEGATIVELY AMEND	, EXTER	D OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	POLICIES
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INSURED	<u></u>				re of L	andra Insuzanc	•	12521
Kenneth Hinge			INSURE					
Kenco construction serv	ices	inc.	WSURE					
177 s Anacapa street.			INSURE	RE:				
Ventura		CA 93001-3525	maure	R.F :				
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(803) 483-2100

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/6/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Academic Enrichment Special Education Support Services Personnel Legal X Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Re	ading 2 nd Reading

Approval of Work Authorization Letter #5S to Earth Systems Southern California, for Material Testing and Special Inspection Services for the Marshall New Classroom Building Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Engineering, Material Testing and Special Inspections Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #5S to Earth Systems Southern California, to provide additional Material Testing and Special Inspection Services for the Marshall New Classroom Building Project. The "Project" Substantial Completion milestone date of June 30, 2018 has been extended to October 31, 2018. Accordingly, we recommend that this WAL be approved to maintain continuity of Material Testing and Special Inspection Services through to the revised project completion milestone date.

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

Master Agreement: **#13-122** Work Authorization Letter: **#5S** Consultant: **EARTH SYSTEMS SOUTHERN CALIFORNIA** Date Issued: **06/06/2018** Fixed Fee Amount: <u>Twenty-Three Thousand Four Hundred Dollars and Zero Cents</u> (\$23,400.00) Source of Funds: Master Construct and Implementation Program

The attached Work Authorization Letter describes the scope of services requested from Earth Systems Southern California, and calls for the performance of Material Testing and

Special Inspections Services to ensure that the construction work is in accordance with DSA.

FISCAL IMPACT

The Material Testing and Special Inspections Services will be completed for a fee of: <u>Twenty-Three Thousand Four Hundred Dollars and Zero Cents (\$23,400.00)</u> to be funded from the Master Construct and Implementation Program.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5S for Master Agreement #13-122 with Earth Systems Southern California.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #5S Earth Systems Southern California (1 Page)
- Earth Systems Southern California Proposal, May 1, 2018 (2 Pages)
- Master Agreement #13-122, Earth Systems Southern California (41 pages)

SE INSPIRE + EALS	WORK AUTHORIZATION LETTER GENERAL INFORMATION				
Angenerative and divers	PROJECT #:		DATE: 6/6/2018		
directions Developer	SITE NAME: Marshall Elementary	School	DSA # 03-116806		
到,村村村)5	MASTER AGREEMENT #: 13-122		OPSC # 72538-91		
TRD SCHOOL DISC	WAL #: 5S		VENDOR ID:		
PURSUANT TO MASTER AGREEMENT BETWEEN:					
D	ISTRICT		CONSULTANT		
OXNARD S	CHOOL DISTRICT	Firm Name:	Earth Systems Southern	California	
1051 South A Street		Street:	1371-A Walter St	reet	
Oxnar	Oxnard, CA 93030		Ventura, CA 930	03	
(805) 385-1501		City, State, Zip: Phone:	(805)642-6727	7	
	SCOPE OF SERVICES TO BE F	PERFORMED UND	ER THIS WAL		
Farth Systems will be perfo	rming the following services when	required by Divi	sion of the State Architect Insp	ections	
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	(ATTĂCH ADDITIONAL				
	SCHEDULE OF SERVICES TO BE			24 2040	
START DATE: Appro	ximately June 6, 2018	COMPLETION	DATE: Approximately October	31, 2018	
FIXED FEE AMOUNT: Twenty-Three Thousand Four Hundred Dollars and Zero Cents (\$23,400.00)					
This fee amount is based u	oon Consultant's proposal dated5/1/1	8	and subsequent negotiations mutually a	greed to by all parties	
This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.					
This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.					
D	ISTRICT		CONSULTANT		
	SCHOOL DISTRICT	CONSULTANT			
(SIGNAT	URE) (DATE)	1	(SIGNATURE)	(DATE)	
	FOR DISTRI	CT USE ONLY			
PROJECT MANAGER: Jennifer	MacIsaac	PREPARED BY:	Sean Mahan		
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1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

May 1, 2018

Project No.: 300686-001 Reference No.: VT-24867-08

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

Project:	Marshall Classroom Building		
	2900 Thurgood Marshall Drive		
	Oxnard, California		
Subject:	Change Order Request		
References:	Proposal to Provide Testing and Special Inspection Services during Construction,		
	April 10, 2017, Proposal No. VP-17-100B.		

Earth Systems provided the referenced proposal to provide testing and special inspection services during construction of a new two-story classroom building at Marshall Elementary School in Oxnard, California. The estimated fees presented in that proposal were made without the benefit of a detailed construction schedule.

Project tracking of fees accumulated in January and February 2018, and discussions with the Project Inspector, indicate that future required services will result in fees that will exceed the original estimate. Earth Systems presents this Change Order Request to cover fees for those future services.

Revised Estimate

Billings for January and February 2018 have recently been issued, and the addition of those fees bring the total charged up to within \$3,500 of the original estimate of \$29,100. However, significant amounts of testing and inspection are still expected to be required.

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

Original Budget:	\$29,100.00
Change Order Request Budget Addition:	\$23,400.00
Total Revised Estimate	\$52,500.00

It should be noted that the original estimate of fees for the grading observation and testing aspects of the project is under budget by approximately \$6,000 through the date of this writing.

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

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

Respectfully submitted,

EARTH SYSTEMS PACIFIC

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

Anthony P. Mazzei Geotechnical Engineer No. 2823

Agreed to and Accepted

Client Signature and Title

Client Name (in print)

Date

Copies:

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

EARTH SYSTEMS

2

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

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

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 11. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 12. Termination. This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

- 13. Similar or Identical Services. In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
- 15. Default. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

- 16. Ownership of Documents. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
- 17. Use of Documents by District. If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
- 18. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

PVB(Initials)

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

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

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

PVB (Initials)

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

- 29. District Administrator. Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed <u>Exhibit D</u> "Conflict of Interest Check" attached hereto.
- 30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

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

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

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

PVB (Initials)

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

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

With electronic copy to:	Caldwell Flores Winters, Inc. Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon T: 510-596-8170 Email: ycalderon@cfwinc.com
To Consultant:	Earth Systems 1731-A Walter Street Ventura, CA 93003 Attention: Paul Mooney T: (805) 642-6727 Email: pmooney@earthsys.com

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

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

1-20-13

Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

H. V. Brales Signature

Patrick V. Boales, President

Typed Name/Title

November 1, 2013

Tax Identification Number: 95-4709565

EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #13-122

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

□ Not Project Related

☑ Project #13-122

INSPIRE + EA.	wo	RK AUTH	ORIZATION LETTER (WA	
	GENERAL INFORMATION			
	PROJECT #:		DATE:	
and the second	SITE NAME:		DSA #:	······································
2 AMARTIC	MASTER AGREEMENT #:		OPSC #:	
TRO SCHOOL DIST	WAL #:		VENDOR ID:	
	PURSUANT TO	MASTER AG	REEMENT BETWEEN:	·······
	DISTRICT		CONSULTANT	
OXI	ARD SCHOOL DISTRICT	Firm	n Name:	
	1051 South A. St.	Str	eet:	
	Oxnard , CA 93030	City	, State, Zip:	
	(805) 385-1501	Pho	one:	
	SCOPE OF SERVICES	TO BE PER	ORMED UNDER THIS WAL	
	(ATTA	ACH ADD'L PAGES	AS NECESSARY)	
	SCHEDULE OF SERVIC	ES TO BE PE	RFORMED UNDER THIS WAL	
START DATE:		со	MPLETION DATE:	
	FIXED FEE AMOUNT	` <u> </u>		
This fee amount is based	upon Consultant's proposal dated		and subsequent negotiations mutually a	areed to by all parties
inio jeo dino din o based		,	and outpequent negetiations matuany a	greed to by an parties.
This WAL and associated and such terms, condition	Master Agreement hereby supersec is, and other provisions are null and	le any and all i void and are i	required Services, and terms of this WA erms, conditions, and other provisions o not incorporated to any extent as part of . and/or the associated Master Agreeme	f the Consultant's proposal, this WAL and associated
IN WITNESS THEREOF, TH	IE PARTIES HAVE AGREED TO AND	EXECUTED TH	IS WAL AS SET FORTH BELOW:	
	DISTRICT		CONSULTANT	
οχι	VARD SCHOOL DISTRICT	со	NSULTANT:	
(SIGNATUF	RE)	(DATE)	(SIGNATURE)	(DATE)
	FO	R DISTRICT		
PROJECT MANAGER:		PR	PARED BY:	
PO #:		PO	AMOUNT:	
SOURCE OF FUNDS:	□ MEASURE "R" □ DEF. MAINT.	. 🗅 DEV. FEES	D OTHER:	
COST ID:				
	VAL SIGNATURE)		(DATE)	
SPECIAL INSTRUCTIONS:				

EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

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

Professional Personnel (hourly)

Staff Engineer/Geologist	\$110.00
Senior Engineer/Geologist	.\$150.00
Laboratory Technician	\$75.00

Technical Personnel (hourly) for Non-Prevailing Wage Services

Technician (Off-Site or for Sample Pickup)	.\$72.00
Batch Plant Inspector (Off-Site)	.\$72.00
Special Inspector for Shop Welding or Steel Fat	prication a
the Shop (Off-Site Shops Only)	\$75.00

Mileage Charges

A mileage charge of \$20.00 will be applied to all nonprevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.

Technical Personnel (hourly) for On-Site (Prevailing Wage) Services

Soil Technician or Anchor Pull Tester	\$83.00
Concrete Sampling Technician	\$83.00
Special Inspector	\$85.00

Mileage Charges

A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.

Other

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

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

CONCRETE

Concrete Aggregate

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

Cylinders, Beams, and Cores

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

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

ASPHALT CONCRETE

Miscellaneous Tests

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

AGGREGATE BASE

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

MASONRY

Concrete Block (Per Specimen)

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

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each\$35.0	0
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each\$35.0	0
Compression, 2" Cubes (set of 3 required)\$35.04	0
Special Sample Preparation\$75.00/hou	r

Masonry Prisms

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

Brick/Paving Units (Per Specimen)

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

STEEL

Reinforcing Bar Tests

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

Structural Steel

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

Pipe

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

High Strength Bolts

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

MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT

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

- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

- IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See <u>Exhibit G</u> for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:
 - A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
 - B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

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

EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

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

A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

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

- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.

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

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

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

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

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

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

A. <u>All Policies</u>. 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. <u>General Liability, Automobile Liability, and Abuse/Molestation Coverages</u>.

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

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

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

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

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

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

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

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

<u>EXHIBIT D</u> TO AGREEMENT FOR CONSULTANT SERVICES #13-122

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute

[X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code.

Therefore, Consultant, [] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz Director, Purchasing

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

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Ø Project #13-122

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

Name: See Attached List

Title:

AND/OR

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

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

Date: November 1, 2013

Proper Name of Contractor:	Earth Systems Southern California
Signature:	Sent 5 Milance, VP.
By:	Paul E. Mooney, Vice President

Its:



1731-A Walter Street Ventura, CA 93003 (805) 642-6727 Fax (805) 642-1325

November 1, 2013

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

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

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

SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING

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

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

1. Borings:

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

2. Drilling and sampling methods and protection of property:

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

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

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

3. Percolation Testing:

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

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

4. Reports

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

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

5. Construction Phase Services

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Work plan and schedule for completion of services	NTP + 3 days
B. Confirmation of completion of boring, drilling, sampling & testing	NTP + 15 days
activities	

I	□ Not Project Related
	Project #13-122
C. Draft geotechnical engineering report for District review & commentsD. Final geotechnical engineering report for District approval	NTP + 25 days NTP + 30 days

6. Time

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

7. Accuracy Standards

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

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

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

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

1. Qualifications and Special Inspection Services:

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

2. General Scope of Services:

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

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

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127lC128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM DI 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

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

4. Concrete Mix Design Review:

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

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

5. Reinforcing Steel Placement:

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

5. Concrete Placement:

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

6. Compression Testing:

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

7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. Laboratory Tests. Laboratory tests shall include:
 - i. Masonry Compression Tests
 - Mortar (UBC 21 16)
 - Grout (UBC 21 181ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404) (Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

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

9. Structural Steel:

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

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

10. Reports

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

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

11. **Time**

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

12. Accuracy Standards

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

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

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.__: [INSERT PROJECT NAME]

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

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

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

Earth Systems Southern California Date

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

Caldwell Flores Winters, Inc.

Date

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

□ Not Project Related

☑ Project #13-122

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW) Program Manager for Oxnard School District 1901 Victoria Ave, Suite 106 Oxnard, CA 93035 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

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VENDOR NAME

PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

SUBCONTRACTOR:

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Not Project Related

Ø Project #13-122

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values?% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave. Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.
- NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

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		Oxnard School District		DATE THEREO	DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN			
		Attn: Lisa Cline, Asst. S	•		NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
		Business & Fiscal Servi	ces		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
	1051 South A Street Oxnard, CA 93030			AUTHORIZED	REPRESENTATIVES.			
L				Julie	Julie LA Jelson			

© ACORD CORPORATION 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location(s) Of Covered Operations

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

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

EXCERPTS FROM CA 00001 (1001) HARTFORD BUSINESS AUTO COVERAGE

Insured: SCG, Inc., dba Earth Systems Policy Number:57UUNUO0049 Policy Effective Dates: 04/01/13 Additional Insured:

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

Additional Insured: SECTION II – LIABILITY COVERAGE

- 1. WHO IS AN INSURED: The following are "insureds"
- c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

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

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

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/6/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Academic Enrichment Special Education Support Services Personnel Legal X Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Rea	ading 2 nd Reading

Approval of Work Authorization Letter #7 to Rincon Consultants Inc. to provide Environmental support services for the McKinna Project (Penanhoat/Fateh/CFW)

Soils excavation and export will be required to construct the foundations of 5 new buildings planned for the project. Additionally, construction of the new play yard and site work for the project will require soils excavation and export. By law, the soil must be tested for contaminates and handled and disposed of per approved protocols. This WAL will establish Rincon Consultants as the hygienist for the project, to test the soils and establish handling and disposal procedures as outlined above.

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

Master Agreement: **#13-131** Work Authorization Letter: **#7** Consultant: **Rincon Consultants Inc.** Date Issued: **6/6/18**

FISCAL IMPACT

Work Authorization Letter #7 to Agreement #13-131 includes environmental support services for a not to exceed fee of <u>Twenty-Four Thousand Thirty Four Dollars and Zero Cents</u> (\$24,034.00) to be paid out of Master Construct and Implementation Funds.

31 RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work

Authorization Letter #7 to Agreement #13-131 with Rincon Consultants Inc. to provide environmental support services for the McKinna Project.

ADDITIONAL MATERIAL

Attached:

- WAL #7, Rincon Consultants Inc. (1 Page)
- Rincon Consultants Inc. Proposal, May 14, 2018 (6 Pages)
- Master Agreement #13-131, Rincon Consultants Inc. (53 Pages)

SE INSPIRE - EAR	WORK AUTHORIZATION LETTER					
	GENERAL INFORMATION					
Annual	PROJECT #:		DATE:	6/6/2018		
al The start	SITE NAME: McKinn	a Elementary S	School	DSA #	03-118371	
A MARKE	MASTER AGREEMEN	T #: 13-131		OPSC #		
AD SCHOOL DRY	WAL #: 7			VENDOR ID:		
		T TO MASTER	AGREEMENT BE			
	ISTRICT				NSULTANT	
			Firm Name:		Rincon Consulta	
	outh A Street		Street:	18	0 North Ashwoo	
	d, CA 93030		City, State, Zip:		Ventura, CA 93	
(805) 385-1501		Phone:		(805)644-44	55
	SCOPE OF SERV	VICES TO BE PE	RFORMED UND	ER THIS WAL		
Rincon Consultants Inc. will provi Investigation. The scope of work preparation. The results of the ph soil samples from the site up to 5 the following constituents; organ of the analyses that will be prepar potential hazards to public health necessary for mitigation. If deem otherwise a recommendation of	for the ESA consists of four nase I ESA will provide the ft. below surface grade an ochlorine pesticides, arser ared in accordance with the h or the environment are for ed necessary the report will No Further Action" will be	r elements: recor basis for Rincon' nd perform tests nic, and lead by E e guidelines outh ound the report ill describe addit e made.	ds review, site reco s Phase I ESA Adder by a California cert PA. Consultant will ned by the Departn will include recome	nnaissance, inte ndum field invest ified laboratory. also produce a r nent of Toxic Sub ndations for exp and remediation	erviews, and report tigation. Consultant Samples will be ar report summarizing bstance Control (DT pedited response ac	aalyzed for the results SC). If tions
	SCHEDULE OF SE			-	1	
START DATE: 06/06		INVICES TO DE	COMPLETION DATE: 02/28/2019			
	-	Exceed Twenty F		1	nd Zero Cents (\$24,	034.00)
This fee amount is based up		dated 5/14/2	212			agreed to by all parties
This WAL is inherently a part of the WAL describes in detail the Consult other provisions required to clearly This WAL and associated Master A terms, conditions, and other provis whether or not they are directly su	e Master Agreement refere tants specific Scope of Serv i indicate the required Serv greement hereby supersec ions are null and void, and perseded by this WAL and	enced above. It i vices, agreed upo vices, and terms de any and all te d are not incorpo I/or the associate	s bound by the gen on lump sum fixed f of this WAL. rms, conditions, and rated to any extent of Master Agreeme	eral terms and c ee, agreed upon d other provisior t as part of this V nt.	conditions of the Mo n schedule for comp ns of the Consultant WAL and associated	aster Agreement. This letion of Services, and t's Proposal; and such
IN WITNESS THEREOF, THE PAI		AND EXECUTE	D THIS WAL AS S			
	ISTRICT			CON	NSULTANT	
OXNARD S	SCHOOL DISTRICT		CONSULTANT			
(SIGNAT	TURE)	(DATE)		(SIGNATU	JRE)	(DATE)
		FOR DISTRIC	T USE ONLY			
PROJECT MANAGER: Mario N	lera		PREPARED BY:	Sean Mahan		
P.O. # SOURCE OF FUNDS:	MEASURE "R"	DEF. MA	P.O. AMOUNT: INT. DEV. F		Master Constru	ict &
COST ID: 6271	WEASURE R				Implementat	
	(PM APPROVAL SIGNATURE)				(DATE)	
SPECIAL INSTRUCTIONS:						



Rincon Consultants, Inc.

180 North Ashwood Avenue Ventura, California 95819

805 644 4455 office and fax

info@rinconconsultants.com www.rinconconsultants.com

May 14, 2018 Project No: 18-05981

Jennifer MacIsaac Caldwell Flores Winters, Inc. (CFW) 1901 S. Victoria Ave. #106 Oxnard, CA 93035 Via email: <u>imacisaac@cfwinc.com</u>

Subject:Proposal for Phase I ESA and Phase I ESA Addendum Field InvestigationMcKinna Elementary School, 1611 South J Street, Oxnard, California

Dear Ms. MacIsaac,

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) and subsequent Phase I ESA Addendum Field Investigation at McKinna Elementary School on behalf of the Oxnard School District (subject property). Rincon understands that the subject property is an existing elementary school constructed in 1954. Extensive modernization will be conducted at the school which will include construction of 31 new classroom school buildings, a library, administrative space, and a multipurpose room on the existing playfields. Once complete, school operations will be transferred to the new facilities and the existing facilities will be demolished. New playfields will be constructed at the location of the former structures.

Scope of Work

Phase I ESA

The scope of work for a Phase I ESA has been established by ASTM Standard 1527-13 and consists of four elements: records review, site reconnaissance, interviews, and report preparation. Please note that pursuant to ASTM practice, our scope of services does not include any inquiries with respect to lead in drinking water, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, or high-voltage power lines.

Task 1: Records Review

A records review will be conducted to help identify recognized environmental conditions associated with current and past uses of the property. The records review will include both environmental information and historical use information readily available in public records. Information concerning recognized environmental conditions associated with known nearby properties will be obtained using a computer database records search in accordance with minimum search distances specified in the 2013 ASTM Standard Practice for Environmental Site Assessments (the current standard for Phase I ESAs).

Environmental agency file reviews will be conducted for unauthorized release sites that are within the subject property, adjacent properties, or nearby properties and based on regional hydrogeologic



information would be expected to impact the subject property. Any file reviews will be performed on a time and materials basis as authorized by the client.

Applicable historical use information will also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, city directory listings, USGS topographic maps, aerial photographs, and building and fire department permit files. In addition, Rincon will review any previous Phase I ESA reports conducted at the subject site if provided by the client.

Task 2: Site Reconnaissance

A site reconnaissance will be conducted by Rincon along with a School District representative (as identified by the client) knowledgeable of the property to identify obvious, recognized environmental conditions. The subject property and immediately adjacent properties (as accessible) will be visually inspected. Site use practices that may have impacted the property will be reviewed, including: storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

Task 3: Interviews

We will interview the current site owner or a designated representative of the site owner (as identified by the client) to obtain additional information regarding past and present site uses as they may have affected the property. The interview will include transmittal of an interview questionnaire to the above-referenced individual. As specified in the 2013 ASTM Standard Practice for Environmental Site Assessments, we will also provide an interview questionnaire to the user of the Phase I ESA. If necessary, we will also interview other individuals including: regulatory agency personnel, past owners of the property and adjacent property owners.

Task 4: Report

A report will be prepared documenting the information and findings of the research conducted in Tasks 1 through 3. The report will include a series of maps identifying existing site and nearby land uses. The report will provide an opinion regarding recognized environmental conditions at the subject property. If requested by the client, Rincon will include recommendations in the Phase I ESA Report.

The Phase I ESA report, under the ASTM 1527-13 Standard, must be signed with the following statement:

"We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. We have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Rincon's staff holds the proper qualifications and certifications allowing us to complete the Phase I ESA to the ASTM 1527-13 Standards.

Phase I ESA Addendum Field Investigation

The results of the Phase I ESA will provide the basis for Rincon's subsequent Phase I ESA Addendum field investigation. Based on a preliminary review of site conditions, it is likely that the subject property has been utilized for agricultural purposes. In addition, based on the presumed age of several of the onsite structures, lead-based paint may have been applied to the structures, and organochlorine pesticides



(OCPs) may have been utilized around structures for termite control. Therefore, soil around the structures may be impacted with lead and OCPs. For the sake of developing this cost proposal, the following scope of work has been assumed to be required:

- Contact Underground Service Alert (USA) to mark areas where underground public utilities might be located in the sampling areas. Review site subsurface utility plans with CFW in an effort to avoid encountering utilities during the advancement of hand-auger borings.
- Perform a subsurface soils investigation in the areas of the existing school playfields to evaluate for the presence of OCPs and arsenic. Twelve soil borings will be advanced across the field and blacktop, and soil samples will be collected at depths of 0.5, 2.5, and 5 feet below ground surface (bgs).
- Perform a subsurface soils investigation around the perimeter of twelve existing school buildings to evaluate for the presence OCPs, arsenic, and lead. Two to four soil borings will be advanced at the perimeter of school buildings constructed prior to 1993 or where a previous structure may have been present. Soil samples will be collected at depths of 0.5, 2.5, and 5 feet bgs. Soil samples collected from the same depth at the same building will be composited, thus generating one sample for analysis from up to four locations.

Sampling will be conducted using a hand auger by Rincon professional staff and under the direction of a California Professional Geologist. For the purposes of this proposal, we have assumed that two field days will be required to conduct this investigation.

Soil samples will be capped, labeled and stored on ice pending delivery to a state-accredited analytical laboratory under chain-of-custody documentation.

Laboratory Analyses and Quality Assurance and Quality Control (QA/QC) Measures

Initially the 0.5 and 2.5-foot samples will be analyzed, and the 5-foot samples will be placed on hold pending shallow soil analytical results. The soil samples will be analyzed by a California-certified analytical laboratory on a rush three-day turnaround time (TAT) for the following:

- Up to 48 samples OCPs by EPA Method 8081A
- Up to 48 samples Arsenic by EPA Method 6010B
- Up to 24 samples Lead by EPA Method 6010B

If initial analytical results exceed California or Resource Conservation Recovery Act (RCRA) hazardous waste screening thresholds, additional analyses may be required to determine waste classifications.

- Up to 5 samples Soluble Threshold Limit Concentration (STLC) for pesticides
- Up to 5 samples Toxicity Characteristic Leaching Procedure (TCLP) for pesticides

An integral part of the field investigation will be to ensure the reliability and compatibility of all data generated. Therefore, laboratory QA/QC procedures will be required for verifying and maintaining performance quality for chemical analysis. Specific descriptions of the laboratory QA/QC procedures used are included in documentation provided by the laboratory, which will accompany each analytical report. Any additional analyses, if required, will be discussed with CFW prior to analytical testing.



Phase I ESA Addendum Field Investigation Report Preparation

Results of the subsurface investigation will be submitted as a Draft Phase I ESA Addendum Field Investigation Report, for review and approval by CFW and/or OSD. The submitted report will be prepared in accordance with the guidelines outlined in the Department of Toxic Substances Control (DTSC's) *School Environmental Assessment Manual* (August 2008 draft); the *Interim Guidance Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers* (Revised June 9, 2006); and the *Preliminary Endangerment Assessment Guidance Manual* (January 1994, revised October 2015). The report will include the following:

- Introduction and site description
- Site background information and conclusions of previous studies
- Environmental setting
- Sampling methodologies and results
- A screening of analytical results against suitable regulatory criteria, and
- Conclusions and recommendations

If potential hazards to public health or the environment are found to exist during the field investigation, the Phase I ESA Addendum Field Investigation Report will include recommendations for expedited response actions necessary for mitigation. In addition, if further assessment or remediation is deemed appropriate during the study, the report will describe additional investigations and remediation needs or strategies. A recommendation of 'No Further Action' will be made if levels of contaminants of potential concern are determined to be below risk-based screening levels.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. A Draft Phase I ESA Report will be completed within three weeks of authorization. A Draft Phase I ESA Addendum Soil Sampling Report will be completed within three weeks following the completion of the associated fieldwork. Our cost estimate for the Phase I ESA and Phase I Addendum ESA is \$24,034 (see Table 1, attached).

Assumptions

The following assumptions were used to determine the cost to complete this project:

- The scope of work for the Phase I Addendum has been developed based on preliminary site information; the scope of work is subject to change based the results of the Phase I ESA.
- OCPs, arsenic, and lead are the only constituents of concern for the investigation; therefore, chemical analyses for other constituents will not be required.
- Up to 5 samples will undergo STLC analysis and up to 5 samples will undergo TCLP analysis for pesticides. No soil samples will undergo STLC or TCLP analysis for other contaminants of concern.
- A review of Title V Safety Criteria (i.e., the California Department of Education (CDE) "Checklist") will not be required as part of the Phase I ESA scope of work.
- Soil sampling will be conducted concurrently with the Phase I ESA site reconnaissance.



- Twelve buildings are presumed to have been constructed prior to 1993, two of which have been replaced by newer buildings. A total of 24 soil sample analyses will be adequate to characterize lead and OCP concentrations adjacent to these buildings
- One composite sample per depth will be sufficient to assess each building.
- Groundwater investigation will not be required under this field investigation.
- All areas of the site are accessible.
- There are no hindrances to the work schedule as a result of access limitations or inclement weather.
- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the client or USA.
- The soil type is such that the borings can be advanced to specified depths using a hand auger, and the sampling can be completed in two eight-hour work days.
- Costs incurred due to a change in scope will be discussed with the client prior to implementation.
- The soil samples will be analyzed on a rush turnaround time (three business days).
- Investigation-derived waste is not anticipated to be generated as part of this investigation, therefore
 waste-disposal costs are not included in this proposal.
- The Phase I ESA and Phase I Addendum ESA Field Investigation are not being conducted under regulatory agency oversight.

Authorization

We are prepared to begin this work effort immediately upon receipt of authorization for conducting the above tasks.

Pursuant to the ASTM practice, we ask that you provide us with any site information that you are aware of pertaining to: environmental liens or activity and use limitations, specialized knowledge that would be material to recognized environmental conditions in connection with the property, or valuation reduction for environmental issues.

We look forward to continuing to support Caldwell Flores Winters, Inc. for this important project. As always, please feel free to contact us if you have any questions.

Sincerely,

Rincon Consultants, Inc.

nige Baren Maton

Jennifer Bauer Morton Senior Project Manager

Attachment: Table 1

Edward a Morelan

A. Edward Morelan, PG, CEG Principal / Senior Engineering Geologist

Table 1 - Phase I ESA and Phase I ESA Addendum McKinna Elementary School Oxnard, California Rincon Consultants, Inc. - May 14, 2018

ltem	Unit	Cost per Unit	Number of Units	Subtotal
Phase I ESA		•		•
Phase I ESA Report	lump sum	\$3,000	1	\$3,000
Phase I ESA Addendum - Pre-Field Activities				
Field Equipment: Vehicle, Paint, etc.	day	\$250	1	\$250
Health and Safety Plan	hour	\$115	3	\$345
Site Recon, Sampling Location Markouts and Utility Notification - Underground Service Alert (DigAlert)	hour	\$115	3	\$345
Phase II ESA Addendum - Soil Sampling Program				
Project Management - Senior Project Manager	hour	\$145	12	\$1,740
Environmental Scientist - Field Sampling (two field staff/two field days)	hour	\$115	32	\$3,680
Field Equipment: Vehicle, Auger, Sample Containers, etc.	day	\$250	2	\$500
Soil Laboratory Analysis (rush 3 business day turnaround time)				
Organochlorine Pesticides (EPA 8081A)	cost + 15%	\$122	48	\$5,856
Total Arsenic (EPA 6010B)	cost + 15%	\$22	48	\$1,035
Lead (EPA 6010)	cost + 15%	\$22	24	\$518
STLC Analysis for pesticides	cost + 15%	\$129	5	\$647
TCLP Analysis for pesticides	cost + 15%	\$144	5	\$719
Project Management and Reporting				
Project Management - Principal I	hour	\$220	4	\$880
Project Management - Senior Professional I	hour	\$145	8	\$1,160
Graphic Designer	hour	\$90	6	\$540
Administrative Assistant	hour	\$80	4	\$320
Phase I ESA Addendum Report	lump sum	\$2,500	1	\$2,500
			TOTAL	\$24,034

Notes:

EPA - United States Environmental Protection Agency

STLC - soluble threshold limit concentration

TCLP - toxicity Characteristic leaching procedure

OXNARD SCHOOL DISTRICT AGREEMENT FOR CONSULTANT SERVICES (MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)

This Agreement for Consultant Services ("Agreement") is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** ("District"), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** ("Consultant") with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 11. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 12. **Termination**. This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

- 13. Similar or Identical Services. In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
- 15. **Default**. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

- 16. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
- 17. Use of Documents by District. If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
- 18. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

 \mathcal{M} (Initials)

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

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

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

(Initials)

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

- 29. District Administrator. Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed <u>Exhibit D</u> "Conflict of Interest Check" attached hereto.
- 30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

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

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

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

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

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

With electronic copy to:	Caldwell Flores Winters, Inc. Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon T: 510-596-8170 Email: ycalderon@cfwinc.com
To Consultant:	Rincon Consultants, Inc. 180 North Ashwood Avenue Ventura, CA 93003 Attention: Stephen Svete T: (805) 644-4455 Email: svete@rinconconsultants.com

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

trai

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

11-20-13

Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:
Signature
STEPHEN SNETE, AICP/N.P.
Typed Name/Title
10-31-2013
Date
Tax Identification Number: <u>77-039009</u> 3

<u>EXHIBIT A</u> TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

□ Not Project Related

☑ Project #13-131

GENERAL INFORMATION PROJECT #: DATE: STE NAME: DATE: MAX #: DPSC #: MAX #: DPSC #: VENDOR ID: PURSUANT TO MASTER AGREEMENT BETWEEN: DISTRICT Eirm Name: DISTRICT CONSULTANT OWNARD SCHOOL DISTRICT Eirm Name: DISTRICT CONSULTANT Ownard, CA 93930 Cry, state. ZD; (805) 385 1501 Phone: SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL START DATE: COMPLETION DATE: This fee annumt is based upon Consultant's proposal dated and subsequent negationism mutually agreed to by all parties. This WAL is inherently a port of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement his wall describes in detail the Consultant's proposal dated is of services, and terms of this WAL. This WAL is inherently a port of the Master Agreement indicated and an en incorporated to any setted upon schedule fit consultant's proposal date are and indicated and are on incorporated to any setter approvisions required to consultant's proposal date are and indicated to any end there approvisions for this WAL and associated Master Agreement hereby super-sed ary and all or wido and are not incorporated to any setter approvisions for this WAL and associat	INSPIRE . E.	WORK AUTHORIZATION LETTER (WAL)						
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<u>EXHIBIT B</u> TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate			
Principal II	\$ 210/hour			
Principal I	\$ 180/hour			
Senior Supervisor II	\$ 160/hour			
Supervisor I	\$ 145/hour			
Senior Staff II	\$ 135/hour			
Senior Staff I	\$ 120/hour			
Professional Staff Analyst III	\$ 105/hour			
Professional Staff Analyst II	\$ 95/hour			
Professional Staff Analyst I	\$ 85/hour			
Environmental Technician	\$ 60/hour			
Environmental Field Aide	\$ 55/hour			
Senior GIS Specialist	\$ 105/hour			
GIS Specialist/CAD Specialist	\$ 85/hour			
Professional, Technical, and Support Personnel Rate				
Graphic Designer	\$ 75/hour			
Technical Editor	\$ 85/hour			
Clerical/Administrative Support Staff	\$ 65/hour			

Production Technician

\$ 65/hour

- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

- IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See <u>Exhibit G</u> for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:
 - A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
 - B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

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

EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

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

A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

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

- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>EXHIBIT D</u> TO AGREEMENT FOR CONSULTANT SERVICES #13-131

CONFLICT OF INTEREST CHECK

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

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

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

Date: 11 - 20By: Lisa A. Franz

Director, Purchasing

EXHIBIT "E" TO AGREEMENT FOR CONSULTANT SERVICES #13-131

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name:	\leq	PEPH	YEN	SVETES
Title: _	\vee_l	CE	PRO	ESIDENT

AND/OR

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

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

Date: 10 - 31 - 2013 CONSULTANTS, INC. Proper Name of Contractor: KINCON Signature: STEP By: ICE PRESIDEN Its:

EXHIBIT "F" TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES- CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
- iii. Discussion of preliminary calendar of events
- iv. Discussion of preliminary distribution list for notices and CEQA documents
- v. Discussion of preliminary budget

2. Calendar of Events:

a. The consultant shall provide the District with a proposed calendar of events that show the following:

- i. Date due
- ii. Date complete
- iii. Description of event
- iv. Responsible party
- v. Related documents and activities

3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
- iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
- iv. Railroads
- v. Pressurized Gas, Gasoline, or Sewer Pipelines
- vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
- vii. Major Roadways
- viii. Tsunami, Flood, and Dam Inundation
- ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
- iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
- iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:

- Cumulative impacts
- Growth inducing impacts
- Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
- Unavoidable adverse impacts
- Alternatives Analysis the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related
 Project #13-131

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

a. A progress report shall accompany the monthly invoice that shows the following:

i. Summary of work completed during the previous month as it relates to the work schedule

- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. **Time**

NTP + 7 **days:** Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

EXHIBIT "G" TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. __: [INSERT PROJECT NAME]

Consultant: Rincon Consultants, Inc. ("Rincon")

Rincon has submitted Invoice No. ______ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

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

Rincon Consultants, Inc.

Date

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

Caldwell Flores Winters, Inc.

Date

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

□ Not Project Related

☑ Project #13-131

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW) Program Manager for Oxnard School District 1901 Victoria Ave, Suite 106 Oxnard, CA 93035 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT:	Project Name/Site
PROJECT #:	Project #
PROJECT TYPE:	New Const./Modernization
DATE:	Date of Invoice
INVOICE #:	Invoice #
PERIOD COVERED:	Billing Period of Invoice
PO #:	Purchase Order #

VENDOR NAME

SUBCONTRACTOR:	VENDOR NAME
PREPARED BY:	
EMAIL:	
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FAX #:	

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			BASE CONTRACT	BILLING FORM					
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% This Period	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COSTID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
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	TOTAL DUE THIS INVOICE	#VALUE!

ND#4819-2103-6308

Consultant Services Agreement

□ Not Project Related

☑ Project #13-131

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.
- NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2013

THIS CERTIFICATE IS ISSUED AS A M CERTIFICATE DOES NOT AFFIRMATIVE THIS CERTIFICATE OF INSURANCE REPRESENTATIVE OR PRODUCER, AN	LY C DC D TH	R NE DES E CE	EGATIVELY AMEND, EXT NOT CONSTITUTE A RTIFICATE HOLDER.	END O	RALTER TH	E COVERAG	E AFFORDED BY THE POLK ISSUING INSURER(S),	CIES BELOW. AUTHORIZED
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC OXNARD SCHOOL DISTRICT, AND IT ARE INCLUDED AS ADDITIONAL INSU REQUIRED BY WRITTEN CONTRACT EACH INSURANCE POLICY REQUIRED BY THIS AGREEM AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EX	S RE JREI . RE ENT S	SPE D WI FEF	CTIVE ELECTED AND A TH REGARD TO WORK TO ADDITIONAL INSU RE ENDORSED AND STATE THE CO	APPOII (PERF RED, P VERAGE S	NTED OFFIC ORMED BY RIMARY & V SHALL NOT BE SU	CERS, OFFI	HALF OF THE NAMED INSI IDORSEMENTS ATTACHE ED, CANCELLED BY THE INSURER OR E	URED WHERE D. ITHER PARTY TO THIS
CERTIFICATE HOLDER				CAN		<u>، </u>		
OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
						1 Suin	Thm	
1				1	@	1988-2010	CORD CORPORATION. All	ights reserved

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

POLICY NUMBER: ENV030030-11-01 INSURED: RINCON CONSULTANTS, INC.

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where Specified by written contract
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor: 1. "Professional services" on or in connection with the Project;

2. Modifying or changing the Project specifications without the express written consent of the insured; and

3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations

ACORD [®] CER	TH	FIC	ATE OF LIA	BIL		ISUR	ANCE		
			-						31/2013
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER,	TIVE!	LY OF	R NEGATIVELY AMEND DOES NOT CONSTITU), EXTE	ND OR AL	TER THE CO	VERAGE AFFORDED	BY TH	E POLICIES
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TWIW Insurance Services I	TC -	- #0	E52073	PHONE	(805) 585-6732	FAX): (805)5	85-6832
196 S. Fir Street				E-MAIL	e. dirwin	@twiw.com			
PO Box 1388							RDING COVERAGE		NAIC #
Ventura CA 9	3002	2-13	88	INSUR			Ins Corp.		10836
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	-						PERSONAL & ADV INJURY	\$	
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GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG		
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HIRED AUTOS	1						(Per accident) Underinsured motorist BI single	-	
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ANY PROPRIETOR/PARTNER/EXECUTIVE	 N/A						E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)	1		EQB0201324		2/1/2013	2/1/2014	E.L. DISEASE - EA EMPLOYER	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI	LES (Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
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CERTIFICATE HOLDER				CANC	ELLATION				
Oxnard School Distric	: t .			THE	EXPIRATION	DATE THE	SCRIBED POLICIES BE C REOF, NOTICE WILL I Y PROVISIONS.		
1051 South A Street				AUTHOR	ZED REPRESEN				
Oxnard, CA 93030									

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David Shore/SHAROS

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COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
 - g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

in

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

or

per

with

for

The following is added:

5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.
 - b. The most we will pay for "loss" in any one "accident" is the smallest of:
 - (1) \$50,000
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and guality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 based day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

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If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph **4. Coverage Extension**.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured -Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Equipment designed or used for the detection or location of radar.
 - c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

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SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

- 2. Duties In The Event of Accident, Claim, Suit, or Loss
 - a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
 - b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.
- The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section \mathbf{V} – Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passen- ger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Pri- vate Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Li- ability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No- Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Un- insured Motor- ists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically De- scribed "Autos"	Only those "autos" described in Item Three of the Declarations for which a pre- mium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in con- nection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your per- sonal affairs.

- B. Owned Autos You Acquire After The Policy Begins
 - If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
 - But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who is An insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- **b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a**. above.

This exclusion applies:

- Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

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5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".
- 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a**. or **b**. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a**. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.
- b. Specified Causes Of Loss Coverage Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft:
 - (3) Windstorm, hail or earthquake;
 - (4) Flood:
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - **b.** Blowouts, punctures or other road damage to tires.
- We will not pay for "loss" to any of the following:
 - Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Page 6 of 11

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Dutles In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

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- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- Return the stolen property, at our expense.
 We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Page 8 of 11

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d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
- 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- **b.** The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- **B.** "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

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Page 9 of 11

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a**. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

Page 10 of 11

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 - 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;

- Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense",
 - to which this insurance applies, are alleged.

"Suit" includes:

- An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013	Policy No.	EQB0201324	Endorsement No.	000
Insured RINCON CONSULTANTS INC				
Insurance Company QBE INSURANCE COR	PORATION			

Countersigned By

EQB0201324 20130201 000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/06/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services
	Personnel Legal X Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Rea	ding 2 nd Reading

Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-209 with Viola Incorporated to adjust costs for the Brekke Elementary School New Addition (Penanhoat/Fateh/CFW)

The schedule for the Brekke Kinder-flex project was accelerated to enable the building to be available for use in Fall, 2018. To maintain the schedule, the general contractor needed to get sub-contractor bids before final DSA approval of the drawings. The foundation vents added in Allocation #1 were added by DSA during final plan check, and thus were not in the general contractor's bid.

Change Order No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 Concrete for Added Vent with the following scope of work.

 PCO #002 Concrete for Added Vent – In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use Silver Creek structural drawings and details to determine the extent of concrete, rodent slab, venting and metal grates for the Modular Building. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by Silver Creek on sheet F2.11N.

FISCAL IMPACT

Fourteen Thousand Four Hundred Sixty-Nine Dollars and Forty Cents (\$14,469.40) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation #001 to Construction Services Agreement #17-209 with Viola Incorporated to provide Construction Services related to the Brekke Elementary School New Addition.

ADDITIONAL MATERIAL

Attached:

- Contractor Contingency Allocation #001, Viola Incorporated (2 Pages)
- PCO #002 (9 Pages)
- Construction Services Agreement #17-209 (31 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 6, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: Brekke Elementary School New Addition O.S.D. BID No. N/A O.S.D. Agreement No.17-209 OWNER:

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

ARCHITECT Flewelling and Moody Architects 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041

CONTRACTOR:

Viola Inc. P.O. Box 5624 Oxnard, CA 93031 Attn: Pat Waid

Architects Proj. No.: 2781-100 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-118725

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	\$ 20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 20,000.00
NET CHANGE	\$ 14,469.40
Total Contingency Allocations to Date:	\$ (14,469.40)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001	\$ 5,530.60

ltem	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 #002 – Concrete for Added Vent			\$14,469.40	
2.					
3.					
4.					
5.					
	Totals			\$14,469.40	
			oval No. 001		
<u>APPR</u>	OVAL (REQUIRED):				
	ARCHITECT:			DATE:	
	CONTRACTOR:			DATE:	
RECO	MMENDED FOR APPROVA	<u>AL:</u>			
Assis	tant Superintendent, Busin	ess & Fiscal S	Services:	DATE:	
<u>APPR</u>	OVAL (REQUIRED):				
BOAF	RD APPROVAL			DATE:	
PURC	HASING DIRECTOR:			DATE:	



PCO #002

Viola Incorporated PO BOX 5624 Oxnard, California 93031 Phone: (805) 487-3871 Fax: (805) 487-3870 Project: 17-23 - Brekke Elementary School New Addition 1400 Martin Luther King Jr. Drive Oxnard Oxnard, California 93030 Phone: 805-487-3871

Prime Contract Potential Change Order #002: CE #002R & 003 - Added Vent Frame

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031			
PCO NUMBER/REVISION:	002 /	CONTRACT:	1 - Brekke Elementary School New Addition Prime Contract			
REQUEST RECEIVED FROM	:	CREATED BY:	Justine Legaspi (Viola Inc.)			
STATUS:	Pending - In Review	CREATED DATE:	4/30 /2018			
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None			
FIELD CHANGE:	No					
LOCATION:		ACCOUNTING METHOD:	Amount Based			
SCHEDULE IMPACT:		PAID IN FULL:	No			
		TOTAL AMOUNT:	\$14,469.40			

POTENTIAL CHANGE ORDER TITLE: CE #002R & 003 - Added Vent Frame

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002R - Added Vent Frame

CE #003 - Concrete for Added Vent

In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use SilverCreek structural drawings and details to determine the extent of concrete, rodent slab, venting, and metal grates for Modular Buildings. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by SilverCreek on sheet F2.11N

ATTACHMENTS:

Brekke Plans Sheet A0.01.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.0.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.2.pdf __Brekke DJS CO#1 added vents.pdf __Brekke PCO #2.pdf

#	Cost Code	Description	Туре	Amount
1	05-50-00 - Metal Fabrications	Added Vent Frames	Commitment	\$ 3,920.00
2	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 294.00
3	03-00-00 - Concrete		Commitment	\$ 9,234.00
4	01-01-10 - Bond	Viola Mark Up	Other	\$ 92.34
5	01-01-20 - Insurance	Viola Mark Up	Other	\$ 138.51
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 39.20
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 58.80
8	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 692.55
Subtotal:			\$14,469.40	
Grand Total:			\$14,469.40	



Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles California 90041 **Oxnard Unified School District** 1051 South A Street Oxnard California 93030 Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California 93031

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Viola Incorporated

page 2 of 2

Printed On: 5/16/ 2018 10 :36 AM

DATE

emailed Prot W/ VOLA 4-30

GOLD COAST ERECTORS, INC.

Structural Steel, Certified Welding, Seismic Retrofit, Rigging Contractors License # C-51 698200 (805) 987-6334 Ph/(805) 987-5315 Fax



WORK ORDER #1

Date: 4-2-2018

Contractor: VIOLA CONSTRUCTION

Project KINDERFLEX BREKKE

We authorize GOLD COAST ERECTORS, INC. to proceed with the following EXTRA WORK ORDER:

Job Description: ADDED VENT FRAME PER F-2.11N DETAIL 10/F-2.50 FURNISH FOB JOBSITE GALVANIZED STEEL FRAMES W/ GRATING 2-TYPE A VENT FRAMES 1-TYPE B VENT FRAME 4-TYPE C VENT FRAMES

Hours NA

TOTAL \$ 3,920.00

Customer agrees to all above and agrees to make payment within 30 days of billing and authorizes their agent to sign this agreement.

CONTRACTOR REPRESENTATIVE

DATE: _____

DJS Contracting, Inc.

General Contractor:

PO Box 5624

Viola Constructors

Oxnard, CA 93031

PO Box 941090 • Simi Valley, CA 93094-1090 Phone: (805) 584-2714 • Fax: (805) 584-2023 License # 776402

COST PROPOSAL	
Date	4/30/18
DJS COR #	1

Project 17-23 Brekke Elementary School New Addition 3300 W Via Marina Ave Oxnard, Ca 93030 DJS Job:

 Description:
 Plan change form Sliver Creek bid set of drawings dated 4-10-14 . Sliver Creek Structural plan sheet F-2.11N showe

 1 each 4' x8" vent per detail 9&10 / F-2.50. DSA approved drawings stamped March 30, 2018 plan sheet F-2.11N

 has been revised to include 4 each 4' x8" vents, 1 each 6' x8" vent and 2 each 8' x8" vents. Additional 34 lft. Of vents

Job:

LABOR CHARGES

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Carpenter Journeyman	Layout excavation and grade check for Excavator	1	ST	5.00	5.00	\$ 67.63	\$ 338.15
	Carpenter Journeyman	Formwork installation of 34 lft. X 30" tall vent wall per detail 10/F-2.50	3	ST	16.00	48.00	\$ 67.63	\$ 3,246.24
	Carpenter Journeyman	Set 1-1/4" grate angle embeds	1	ST	6.00	6.00	\$ 67.63	\$ 405.78
	Labor	Install reinforcing steel	1	ST	6.00	6.00	\$ 65.75	\$ 394.50
	Cement Finisher	Place and finish concrete	1	ST	4.00	4.00	\$ 66.67	\$ 266.68
	Labor	Place concrete	3	ST	2.50	7.50	\$ 65.75	\$ 493.13
	Labor	Strip vent wall concrete formwork	2	ST	4.00	8.00	\$ 65.75	\$ 526.00
	Cement Finisher	Plug and patch wall tie holes	1	ST	5.00	5.00	\$ 66.67	\$ 333.35
TOTAL L	ABOR							\$ 6,003.83

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	F	RATE	Α	MOUNT
	Equipment	Excavator with operator (Additional excavation for added vents) 10.25 cubic yards	4.00	\$	155.00	\$	620.00
Materials		Reinforcing steel for vent wall (64 lbs) included detailing, fabercation and delivery	64.00	\$	0.76	\$	48.64
	Materials Vent wall form material 228 sqft (plywood, 2x4, wall ties & hadware)				3.80	\$	866.40
	Materials	Ready mix Concrete (2.35 cubic yards) includes AB 219 Charge, environmental, short load and standby fees	2.35	\$	130.08	\$	305.69
	Equipment	JLS Concrete boom pump (28 meter) Includes operator	1.00	\$	185.00	\$	185.00
TOTAL I	MATERIALS					\$	2,025.73

SUMMARY			
TOTAL LABOR COSTS		\$	6,003.83
MARKUP	15.00%	\$	900.57
TOTAL MATERIAL & EQUIP. COSTS		\$	2,025.73
MARKUP	15.00%	\$	303.86
SUBTOTAL		\$	9,233.99
			\$0.00
CHANGE ORDER TOTAL	\$	9,	234.00



DJS Contracting, Inc. Attn: Don Phone: (805) 732-2901 Email: djs@djscontracting.com

Date: January 8, 2018 Project: All Projects

These are the individual machine rates. Labor rates are listed below & must be added to quoted amounts.

Trailer Pumps up to 200' System: \$45.00 per hour Plus \$2.25 per yard

17 Meter (54') Boom: \$44.00 per hour plus \$2.25 per yard

28 Meter (90') Boom: \$55.00 per hour plus \$2.25 per yard

31 Meter (100°) Boom: \$60.00 per hour plus \$2.25 per yard

36 Meter (118') Boom: \$70.00 per hour plus \$2.25 per yard 39 Meter (127') Boom: \$ 80.00 per hour plus \$2.35 per yard

47 Meter (154') Boom: \$100.00 per hour plus \$2.50 per yard

58 Meter (188') Boom: \$160.00 per hour plus \$3.00 per yard

61 Meter (197') Boom: \$180.00 per hour plus \$3.00 per yard

63-Z Meter (204') Boom: \$225.00 per hour plus \$3.50 per yard

Special Application Equipment	S	pecial	Ap	plication	Equipment
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Telebelt-110 \$135.00/hr. plus \$2.75 yard-ton /// ***Bobcat \$35.00 Per Hour (4 Hr. Minimum)***							
20 Meter "Z"	28 Meter "Z"	31 Meter "Z"	36 Meter "Z"	38/40 Meter "Z"	47 Meter "Z"	52 Meter "2	
\$75.00/hr \$2.50/y	d. \$75.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr\$2.50/yd.	\$125.00/hr\$2.75/yd.	\$135.00/hr\$3.0	

There is a 4-hour minimum on the trailer pumps and boom pumps up to a size 31 Meter.

There is a 5-hour minimum on the Telebelts & 36 to 61 Meters. There is an 8-hr. minimum on the 63 Meter.

Labor	Straight Time	Over Time	Double Time
Operator	\$130.00	\$184.00	\$225.00
Oiler	\$123.00	\$172.00	\$210.00

Labor and machine rates will be charged for set up and washout. Set up times are one (1) hour for all pumps and washout is one (1) hour, minimum, for all pumps. Telebelt washouts are 1.5 hours. Washout time starts when all perishable product (concrete) is out of the boom and/or material off the belts.

An oller is required on 40 meter booms and larger and in certain situations, such as when the operator cannot see the pour from the pump or when safety is an issue. Please call for further details,

System will be charged at \$1.00 per foot beyond 50° of hose. Two men are required on hard rock pours over 200 feet. System delivery and/or setup will be charged at applicable labor rates.

Any special city permits required for pumps that are not supplied by the contractor, will be obtained by JLS at an additional fee. A \$30.00 Permit/Carb fee will be added to all invoices. Cancellation charges: 4 hour minimum on equipment and labor unless cancelled 3 hours before on job time. Contractor is required to provide a safe area for the pump to set up and an area to wash out that is environmentally acceptable to any and all appropriate government agencies. A \$375.00 fee will be added to the invoice for an off-site washout.

Customers are advised that concrete pumps are subject to occasional mechanical failure. JLS does not accept back charges, so if assured performance is required, standby pumps are available at the above quoted rates.

Per Union Labor Agreement: All labor, including iravel time "portal to portal" will be charged at a 4 or 8 hour minimum. All overtime will be billed at applicable rates. Work performed between 5:00 pm & 3:00 am and Saturdays will be billed at overtime labor rates. Sundays & Holidays are double time rates. The 63 meter will be billed with an 8-hour minimum on equipment & labor, for operator & oiler, "portal to portal". A 6% environmental surcharge will be added to each invoice. Labor rates good until 7/1/18. Terms are Net 30.

Proposed By:	Accepted By:
Dave Cook	Don
JLS Concrete Pumping, Inc.	DJS Contracting, Inc.

Associated Ready Mixed Concrete Inc.

4621 Teller Ave. Suite 130, Newport Beach, CA 92660-2165 Oxnard- To place your order call (805) 604-9895 or (800) PRE-MIXX

Quote Date: 4/25/2018

To: DJS CONTRACTING

Attn: LAUREN SIMINGTON

Quote Number:

13634 - 8

Note: Quotation expires sixty days from quote date. See "Acceptance" clause below Bid Date: 4/25/2018 Phone #: (805) 584-2714 Fax #: (805) 584-2023 Customer #: 46618 PO #:

	Job Descript	tion:	BREKKE ELEMNTARY SCHOOL	Quatation is Fire	for 60 Dave
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Monday will be charged are additional \$125.00 PM to 6:00					
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 FOR DUST AND EROSION CONTROL, INCLUDING ALL MEACONTROL DUST DURING NON-WORK HOURS / DAYS. 11. THERE ARE NO TRENCHES OR EXCAVATIONS 5'-0" OR WHICH A PERSON IS REQUIRED TO DESCEND. IF TRENCOR MORE IN DEPTH ARE REQUIRED, OBTAIN AND PAY FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRI 	MORE IN DEF HES OR EXCA	PTH INTO VATIONS 5'- RY PERMIT		FA FE FHMS FLR FD FLUR FRP FTG FUR	fire alarm fire extinguish flathead mach flathead wood floor (ing) floor drain fluorescent fiberglass resi footing furred
OF A BUILDING OR GRADING PERMIT. 12. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECES: APPROVALS FOR ALL WORK THAT OCCURS IN ANY PUB EASEMENT. THE COST OF PERMITS SHALL BE DIRECTLY TO CONTRACTOR BY THE DISTRICT.	LIC RIGHT-OF-	-WAY AND/C		FV GA GALV GLB GYP H HDWR	field verify gage, (gauge) galvanized glue lam bea gypsum height hardware
 13. THE ADEQUACY AND SAFETY OF ERECTION BRACING, S TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBIL AND HAS NOT BEEN CONSIDERED BY THE ARCHITECT OF 14. THE CONTRACTOR SHALL FURNISH AND INSTALL SIGNS 	ITY OF THE C R THE ENGINE READING: "CO	CONTRACTOR, EER. INSTRUCTION		HVAC HC HM HP HORIZ	heating/ventil air conditionir hollow core hollow metal horsepower horizontal
AREA, CONSTRUCTION PERSONNEL ONLY" AT ALL ENTRA CONSTRUCTION PHASE. 15. A DSA APPROVED TESTING LABORATORY DIRECTLY EMPL (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS A PROJECT.	OYED BY THE	DISTRICT	ΗE	INCL INFOR INSUL INT KCPL L LAB LAB LAM LAV	include(d), (ing) information insulat(e), (ion) interior Keene's cement length laboratory lag bolt laminate lavatory
				HB	hose bibb
	BUI		G C O	DE AI	NALYSI
BUILDING NAME OCC. GROUP	CONST. TYPE SI	AUTO. FIRE PRINKLER	BASIC AL A _t (SF)	LOWABLE ARE STORI HEIGI	IES/ BEARI

OXNARD SCHOOL DISTRICT . BREKKE ELEMENTARY SCHOOL EN FLEX CLASSROOM BUILDING ADDITION MARTIN LUTHER KING JR. DR, OXNARD CA 93030

REVIATIONS	APPLICABLE CODES	GENERAL SC
MC mineral core MH material(s) MAX maximum MECH mechanic(al) MED medium MT mosci tile MT motol MIN minimum MIN minimum MIN minimum MIN minimum MIC north (N) new NOM north (N) new NOM norinal NIC not to scale OC on center OS overflow scupper OPN'G opening OVHD overhead OL occupant load PED paticle board PED paticle caminate P plate PLYMD plywood PNL panel PVC polyinyl chloride R radius RECO register RECO register REC rederister RE <t< th=""><th> PART 1 2016 BUILDING STANDARDS ADMINISTRATIVE CODE, TITLE 24 C.C.R. PART 2 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 C.C.R. (2015 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE COUNCIL, WITH CALIFORNIA AMENDMENTS) PART 3 2016 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24 C.C.R. (2014 NATIONAL ELECTRICAL CODE (CCC), TITLE 24 C.C.R. (2015 UNIFORM MECHANICAL CODE (CMC), TITLE 24 C.C.R. 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UON unless otherwise noted UR urinal	PROJECT DATA	VICIN
VERT vertical VIF verify in field VCT vinyl composition tile VT vinyl tile WSCT wainscot WC water closet W west WG wire glass W/ with W/O without WD/W wood WIC Woodwork Institute of California	NUMBER OF STORIES: ONE BUILDINGS HEIGHT: 15'-10" OCCUPANCY TYPE: E CONSTRUCTION TYPE: V-B SPRINKLERED: NO BUILDING AREA: 2,860 SF. CAPACITY: 134 OCCUPANTS	FREEW, E GONZALES MARTIN LUTHEN CESAR CHAVEZ DR. JAY VINYON

;	BC 2016								
2	IOR WALLS	BUILDING AREA (S.F.)							
	NON-BEARING WALLS TABLE 602	ACTUAL AREA	STORIES / HEIGHT	TOTAL ALLOWED					
	0	2,880	1 / < 40'	9,500					

MECHANICAL ENGINEER ELECTRICAL ENG BUDLONG & ASSOC BUDLONG & ASSOCIATES, INC 315 Arden Ave. Suite 23 315 Arden Ave. Suite 23 Glendale, CA 91203 Glendale, CA 91203 TEL: (818) 638-8780 TEL: (818) 638-8780 Email: victor@budlong.com Email: victor@budlong.com Contact: Victor Jons Contact: Victor Jons

F:\Project\2/81-0000-OxnardSD-KinderFlex\DWG\2/81-100\2/81-BREKKE-A001.dwg; Last Saved By: MStahlheber - Feb 27, 2018 - 3:52pm Last Printed By: FMMARKETING - Mar 02, 2018, 10:53am;

SCOPE OF WORK

SHEET INDEX

OOM BUILDING PLACEMENT AND INSTALLATION OF # 04-114027). CLASSROOM BUILDING CONSISTING OF ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPANT

HOW ON DRAWING AND AS REQUIRED FOR INSULATION OF JDING REMOVING OF TREES, AND LANDSCAPES AND OF IRRIGATION LINES IN AND AROUND BUILDING AREA.

TION AS PER SOILS REPORT AND SOIL ENGINEER, 82' X ELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND ION IN ACCORDANCE TO ASTM D1157 MAX. DRY DENSITY. NDED LATERALLY TO A DISTANCE OF AT LEAST 5 FEET EDGE OF THE FOUNDATION FOOTPRINT. PROVIDE

PORT RECOMMENDATION. TO NEW BUILDING AND FINAL CONNECTION TO MODULAR

BING SYSTEM

IND BUILDING AND NEW PAVING AROUND BUILDING AND VENTING FOR MODULAR BUILDING AS PER INGS, INCLUDING METAL GRATES. JENAGE CONTRACTOR OF CONTRACTO

FIRE ALARM SYSTEM AND CONNECTION TO EXISTING

ND OUTLETS IN NEW CLASSROOM BUILDING AND SYSTEM.

UNDING RODS AND CONNECTIONS.

OFING FOR NEW MODULAR CLASSROOM BUILDING.

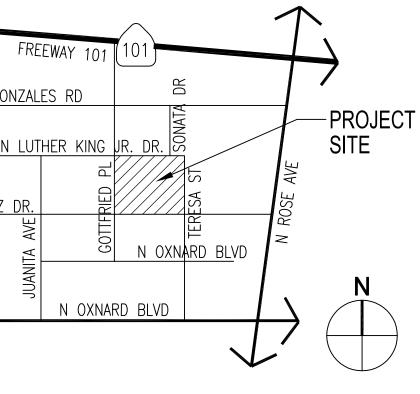
MBOLS LIST

> DETAIL .10WN S REFERENCE

ON LINES

NUMBER

CINITY MAP



GINEER CIATES, INC.	OWNER OXNARD SCHOOL DISTRICT
	1051 SOUTH A STREET OXNARD, CA 93030 TEL: (805) 385–1501

A0.01 TITLE SHEET ARCHITECTURAL A0.02 ABBREVIATIONS, SYMBOL LIST, NOTES AND LEGENDS A1.00 OVERALL SITE PLAN A1.01FA SITE PLAN FIRE ACCESS A1.02 PARTIAL DEMOLITION SITE PLAN A1.03 PARTIAL RECONSTRUCTION SITE PLAN A1.04 SITE FENCE, GATE & PAVING DETAILS

SIGNAGE DETAILS A1.05 A2.01 FLOOR PLAN A3.01 EXTERIOR AND INTERIOR ELEVATIONS, & DETAILS

<u>PLUMBING</u>

N P.1 PLUMBING FRONT SHEET PLUMBING SITE PLAN

P.2 **ELECTRICAL** ELECTRICAL FRONT SHEET ELECTRICAL SINGLE LINE DIAGRAM ĴE−1.1 E-2.0 ELECTRICAL SITE PLAN N E−2.1 ELECTRICAL FLOOR PLAN $\square = 3.0$ ELECTRICAL DIAGRAMS

MANUFACTURER'S DRAWINGS

	<u>ARCHIT</u>	ECTURAL
\mathbb{N}	A-0	COVER SHEET
\mathbb{N}	A-0A	T & I FORMS
Ν	A-0.0	BUILDING OPTIONS SCHEDULE
N	A-0.1	SYMBOLS LEGEND, ABBREVIATION,
N		AND ADA SIGNAGE
N	A-0.2	SCHEDULES
N		TYPICAL KEY PLANS- 24' TO 120'X40'
N	A-0.6D	ENERGY CALC'S- ELC FORMS-
N		120'X40' BUILDING
N	A-0.6E	ENERGY CALC'S- LTO/MCH FORMS- 120'X40' BUILDING
N	A-0.6F	ENERGY CALC'S- LTI FORMS-
N	A-0.0F	120'X40' BUILDINGS
N	A-0.7	DESIGN ENERGY VALUES BY ZONE &
N	// 0./	CALGREEN SPECIFICATIONS
N	A-1.03	FLOOR PLAN- 48' TO 120'X40'
N	A-2.03	REFLECTED CEILING PLAN – 48' TO
N		120'X40'
N	A-2.20	CEILING DETAILS – T–GRID
N	A-2.21	CEILING DETAILS – HARD LID
Ŋ	A-3.33	ROOF PLAN – PARAPET – MONO
N		SLOPE 48' TO - 120'X40'
N	A-3.80	ROOF DETAILS- TPO ROOF
\backslash	A-4.23	EXTERIOR ELEVATIONS - MONO OR
\mathbb{N}		DUAL SLOPE 48' TO 120'X40'

MONO OR DUAL SLOPE 48' TO 120'X40' (PARAPFT) ČROSS SÉCTION - MONO SLOPE -√ A−5.01 0.018", B.U., OR TPR ROOF DECK OR

- PARAPET 1 A - 5.05 CROSS SECTION A-5.51 ARCHITECTURAL DETAILS - WOOD
- STUD PLASTER A-5.70 ARCHITECTURAL DETAILS - FLOOR
- A-5.80 ARCHITECTURAL DETAILS -
- MISCELLANEOUS/OPTIONS A-5.81 ARCHITECTURAL DETAILS -
- MISCELLANEOUS/OPTIONS

BY ME.

A-6.03 INTERIOR ELEVATIONS - 48' TO 120'X40'

GRADE – CONCRETE FLOOR F-2.50 CONCRETE FOUNDATION DETAILS - BELOW GRADF F-2.51 FOUNDATION DETAILS - CONCRETE STRUCTURAL "HIGH SEISMIC" -- SEISMIC Ss UP TO 2.80G --S-0.1 STRUCTURAL SPECIFICATIONS S-1.11 FLOOR FRAMING PLAN - CONCRETE FI OOR S-1.60 FLOOR FRAMING DETAILS - CONCRETE FLOOR S-2.03 ROOF FRAMING PLAN - PARAPET - MONO SLOPE S-2.50 ROOF FRAMING DETAILS - MONO SLOPE S-2.60 ROOF FRAMING DETAILS S-2.70 ROOF FRAMING DETAILS – PARAPET

FOUNDATION

-- SEISMIC Ss UP TO 2.80G --

F-2.11 CONCRETE FOUNDATION PLAN – BELOW

- S-2.90 ROOF FRAMING DETAILS TRUSS S-3.01 BUILDING SECTION - MONO SLOPE ROOF S-5.00 WALL FRAMING ELEVATIONS - WOOD STUDS S-5.10 WALL FRAMING DETAILS - WOOD STUDS S-5.11 WALL FRAMING DETAILS - WOOD STUDS PLUMBING P-1.01 PLUMBING DETAILS AND SCHEDULE **MECHANICAL** MECHANICAL NOTES, SCHEDULES AND ŊM−0.1 DETAILS │M−4.01 MECHANICAL PLAN – ROOF MOUNT – 48'I TO 120'X40' M-4.02 MECHANICAL ROOF PLAN - ROOF MOUNT - 48' TO 120'X40' ELECTRICAL E-1.03 ELECTRICAL PLAN - 48' TO 120'X40' SITE SPECIFIC SHEETS NA-ON COVER SHEET
- A-0.2N SCHEDULES A-1.03N FLOOR PLAN - 48' TO 120'X40' A = 2.03N REFLECTED CEILING PLAN – 48' TO 120'X40' A-4.23N EXTERIOR ELEVATIONS - MONO DUAL SLOPE – 48' TO 120'X40' A-6.03N INTERIOR ELEVATIONS P-1.02N PLUMBING ISOMETRICS]M-4.01N MECHANICAL PLAN - ROOF MOUNT - 48' TO 120'X40' M−4.02N MECHANICAL ROOF PLAN – ROOF MOUNT – 48' TO 120'X40'

NE–1.03N ELECTRICAL PLAN – 48' TO 120'X40'

STATEMENT OF

GENERAL CONFORMANCE APPLICATION NO 03- 118725 FILE NO 56-22 THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF ANY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTION 17302 AND 81138 OF THE EDUCATION CODE AND SECTION 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1, SECTION 4-317 (B).

SIGNATURE OF

PLANS & SPECIFICATIONS THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS

DESIGNATED WITH A PC# 04-114027 HAVE BEEN PREPARED BY OTHER DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED

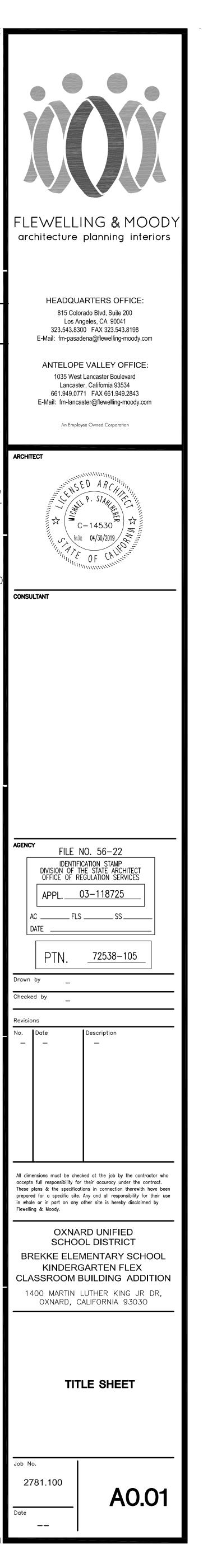
THE ITEMS DESIGNATED WITH A PC# 04-114027 HAVE BEEN EXAMINED BY ME FOR COORDINATION WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE (OR FOR WHICH I HAVE BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.)

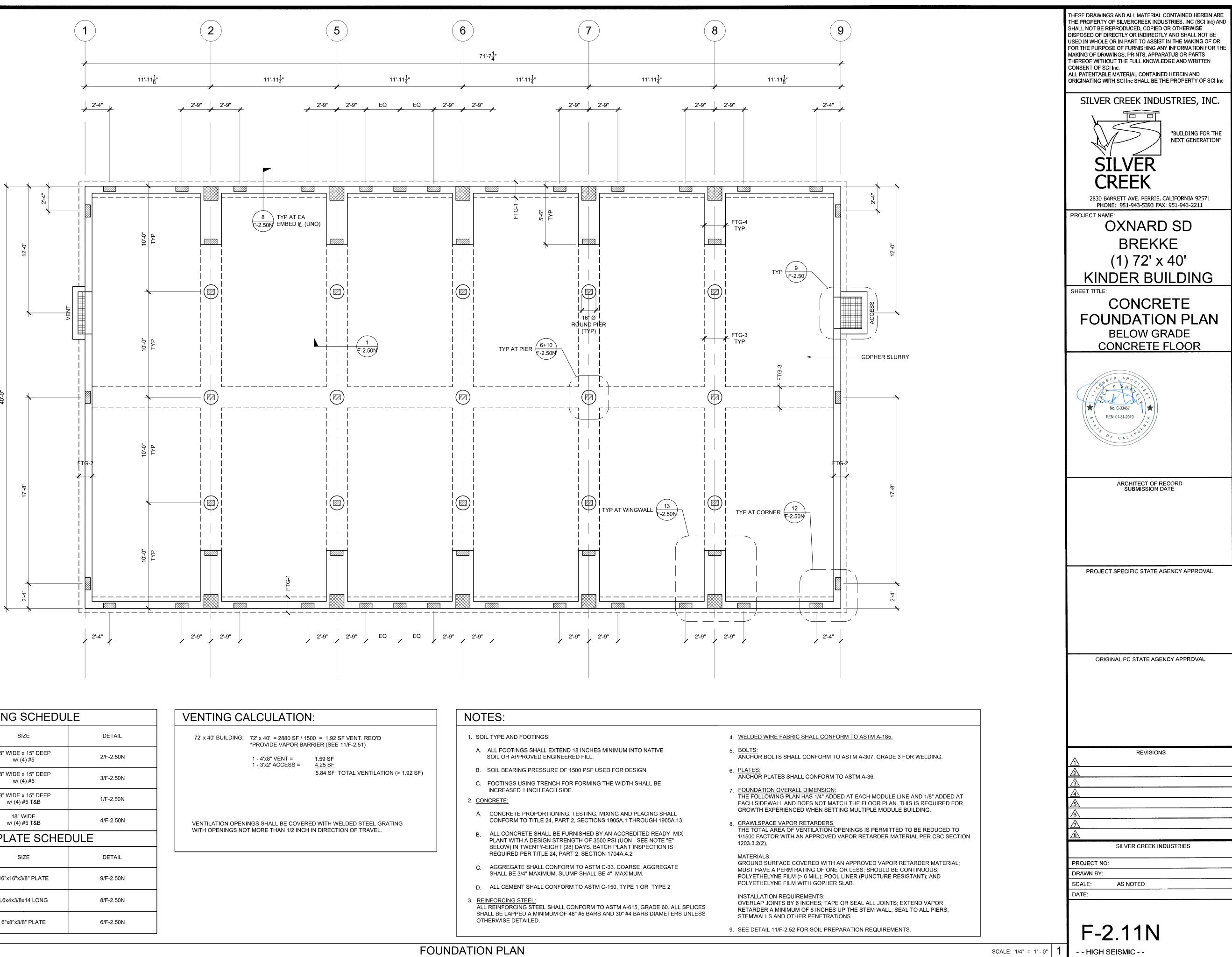
I FIND THAT ALL THE DRAWINGS OR SHEETS LISTED IN ON THE TITLE SHEET INDEX ARE IN GENERAL CONFORMANCE WITH THE PROJECT DESIGN INTENT, AND HAVE BEEN COORDINATED WITH THE PROJECT PLANS AND SPECIFICATIONS.

Michael P. Stahlheber, AlA

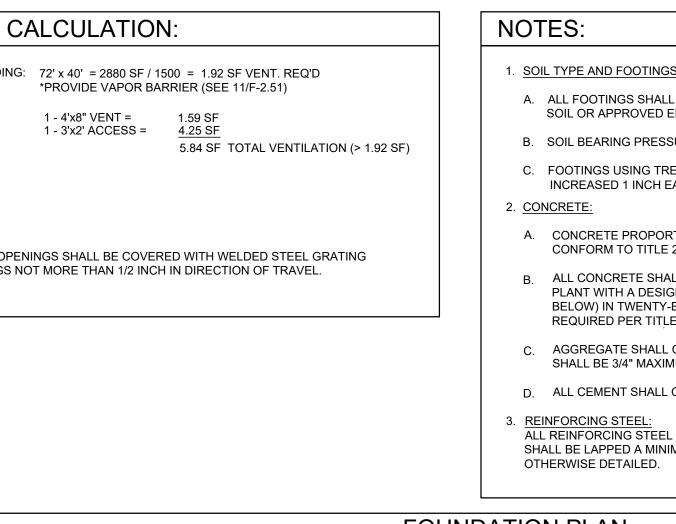
License Number

Date April 30, 2019 Expiration Date

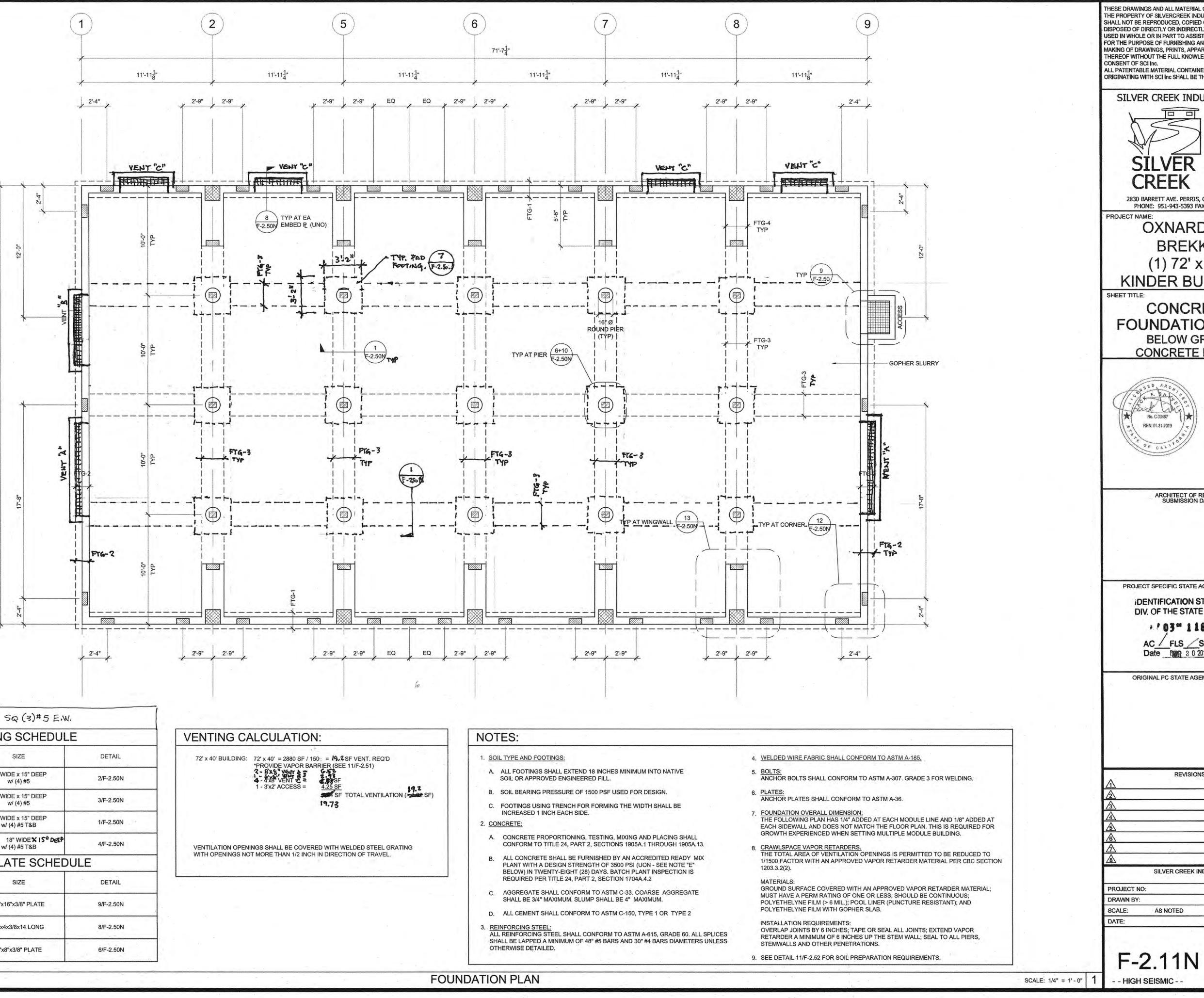




VENTING	E	OTING SCHEDU	FC	
72' x 40' BUILDI	DETAIL	SIZE	TYPE SIZE	
	2/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(ENDWALL)	FTG-1
	3/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(SIDEWALL)	FTG-2
	1/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5 T&B	(GRADE BEAM)	FTG-3
VENTILATION C	4/F-2.50N	18" WIDE w/ (4) #5 T&B	(WINGWALL)	FTG-4
WITH OPENING	DULE	ED PLATE SCHED	EMB	
	DETAIL	SIZE	TYPE	
	9/F-2.50N	16"x16"x3/8" PLATE		
	8/F-2.50N	L6x4x3/8x14 LONG		
	6/F-2.50N	6"x8"x3/8" PLATE	12	



3-2"	FOOTING	PAD
OTINC	FO	
	TYPE	
18" WI	(ENDWALL)	FTG-1
18" WI	(SIDEWALL)	FTG-2
18" WI w/	(GRADE BEAM)	FTG-3
w/	(WINGWALL)	FTG-4
D PLA	EMBE	
	ТҮРЕ	
16"x1		
L6x4x		
6"x8	72	



THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN AR THE PROPERTY OF SILVERCREEK INDUSTRIES, INC (SCI Inc) AND SHALL NOT BE REPRODUCED, COPIED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN THE MAKING OF OR FOR THE PURPOSE OF FURNISHING ANY INFORMATION FOR TH MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI Inc SHALL BE THE PROPERTY OF SCI Inc SILVER CREEK INDUSTRIES, INC. TO OT "BUILDING FOR THE NEXT GENERATION" 2830 BARRETT AVE. PERRIS, CALIFORNIA 92571 PHONE: 951-943-5393 FAX: 951-943-2211 OXNARD SD BREKKE (1) 72' x 40' **KINDER BUILDING** CONCRETE FOUNDATION PLAN BELOW GRADE ARCHITECT OF RECORD SUBMISSION DATE PROJECT SPECIFIC STATE AGENCY APPROVAL IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT * 03" 118725 AC FLS SS EY Date 1998 3 0 2018 ORIGINAL PC STATE AGENCY APPROVAL REVISIONS SILVER CREEK INDUSTRIES

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93030 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Brekke Elementary School, located at 1400 Martin Luther King Jr. Drive, Oxnard, California 93030 (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 1H 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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. <u>Construction</u>. 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Preconstruction Services.</u> 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. <u>Project</u>. 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. <u>Project Manual</u>. 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. <u>Site</u>. 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. <u>Site Lease</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

- J. <u>Specifications</u>. 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. <u>Subcontractor</u>. 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. <u>Sublease</u>. 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. <u>Sublease Payments.</u> 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. <u>Tenant Improvement Payments.</u> 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 Trustees, 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

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No</u> <u>Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five</u> <u>Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (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 was 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

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to 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.).

OXNARD SCHOOL DISTRICT

Brekke Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

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 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

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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");

- 9 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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, make 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 but are in a location. 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.

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 <u>Patrick Waid</u> as Project Manager/Superintendent for the Project. So long as <u>Patrick Waid</u> 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.

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 open 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 13 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 14 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

1c

By: Michael T. Viola

Title: CEO

Date: <u>11/8/2017</u>

THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

Lisa Q. Franz By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

EXHIBIT B

Oxnard School District – Brekke ES New Addition

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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. 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.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

2. Professional Constructability Review

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 22 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

3. Value Engineering Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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 specifications 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.

- 23 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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.

Viola Inc.:

By: <u>Michael T. Viola</u>

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT, a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17-

- 25 -

OXNARD SCHOOL DISTRICT

Brekke Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

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	CONTACT Debbie Irwin	
Tolman & Wiker Insurance Services LLC #0E52073	PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200	
196 S. Fir Street	E-MAIL ADDRESS: dirwin@tolmanandwiker.com	
PO Box 1388	INSURER(S) AFFORDING COVERAGE NAIC #	
Ventura CA 93002-1388	INSURER A: Westchester Fire Ins Co 21121	
INSURED	INSURER B: West American Ins Co 44393	
Viola Inc.	INSURER C:RSUI Indemnity Co 22314	
P. O. Box 5624	INSURER D: Everest National Ins Co 010120	
	INSURER E :	
Oxnard CA 93031	INSURER F :	

CO	VERAGES CER	TIFIC	ATE	NUMBER:17/18 GL/AU/XS	/wc -		REVISION NUMBER:	
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F XCLUSIONS AND CONDITIONS OF SUCH	QUIR	EMEN AIN,	NT, TERM OR CONDITION OF AN' THE INSURANCE AFFORDED BY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT	CT TO WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
А	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	X Owners & Contractors			G22012782012	4/1/2017	4/1/2018	MED EXP (Any one person)	\$ 5,000
				Excludes all			PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			WRAP/OCIP Work			GENERAL AGGREGATE	\$ 2,000,000
l	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
в	X ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							Drive other car	\$
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 4,000,000
с	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 4,000,000
	DED RETENTION \$			NHA242238	4/1/2017	4/1/2018		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
D	(Mandatory in NH)			7600000614171	1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
DESC	DIDTION OF OPERATIONS // OCATIONS / VEHICL	ES (A	COPD	101 Additional Remarks Schodule, may be	attached if mor	o opene la requir	od)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Brekke Elementary School New Addition, Site Location: 1400 Martin Luther King Jr. Dr., Oxnard, CA 93030

GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185. GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during

CERTIFICATE HOLDER	CANCELLATION		
Oxnard School District 1055 South C Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		
	Greg Anderson/DEBBII Brigon Condesson		

The ACORD name and logo are registered marks of ACORD

COMMENTS/REMARKS

the policy term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured ViO	Endorsement Number		
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Westchester Fi	Insurance Company) re Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- **b.** The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

of 70

5

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 6/06/18 STUDY SESSION **CLOSED SESSION** SECTION A-1: PRELIMINARY SECTION A-II: REPORTS **SECTION B: HEARINGS** SECTION C: CONSENT AGENDA Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal **X** Facilities SECTION D: ACTION SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-212 with Viola Incorporated to adjust costs for the McAuliffe Elementary School New Addition (Penanhoat/Fateh/CFW)

The schedule for the McAuliffe Kinder-flex project was accelerated to enable the building to be available for use in Fall, 2018. To maintain the schedule, the general contractor needed to get sub-contractor bids before final DSA approval of the drawings. The foundation vents added in Allocation #1 were added by DSA during final plan check, and thus were not in the general contractor's bid.

Allocation No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 Concrete for Added Vent with the following scope of work.

 PCO #002 Concrete for Added Vent – In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use Silver Creek structural drawings and details to determine the extent of concrete, rodent slab, venting and metal grates for the Modular Building. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by Silver Creek on sheet F2.11N.

FISCAL IMPACT

Fourteen Thousand Four Hundred Sixty-Nine Dollars and Forty Cents (\$14,469.40) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-212 with Viola Incorporated to provide Construction Services related to the McAuliffe Elementary School New Addition.

ADDITIONAL MATERIAL

Attached:

- Allocation #001, Viola Incorporated (2 Pages)
- PCO #002 (9 Pages)
- Construction Services Agreement #17-212 (30 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 6, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: McAuliffe Elementary School New Addition O.S.D. BID No. N/A O.S.D. Agreement No.17-212 OWNER:

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

ARCHITECT Flewelling and Moody Architects 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041

CONTRACTOR:

Viola Inc. P.O. Box 5624 Oxnard, CA 93031 Attn: Pat Waid

Architects Proj. No.: 2781-400 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-118732

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	\$ 20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 20,000.00
NET CHANGE	\$ 14,469.40
Total Contingency Allocations to Date:	\$ 14,469.40
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001	\$ 5,530.60

ltem	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				
	PCO #002 – Concrete for Added Vent			\$14,469.40					
2.									
3.									
4.									
5.									
	Totals			\$14,469.40					
Total Contractor Contingency Allocation Approval No. 001 \$14,469.40 *NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR									
APPROVAL (REQUIRED):									
	ARCHITECT: DATE:								
CONTRACTOR: DATE:									
RECOMMENDED FOR APPROVAL:									
Assistant Superintendent, Business & Fiscal Services: DATE:									
<u>APPROVAL</u> (REQUIRED):									
BOARD APPROVAL DATE:									
PURC	PURCHASING DIRECTOR: DATE:								



Viola Incorporated PO BOX 5624 Oxnard, California 93031 Phone: (805) 487-3871 Fax: (805) 487-3870 Project: 17-24 - McAuliffe Elementary School New Addition 3300 W Via Marina Avenue, Oxnard Oxnard, California 93030 Phone: 805-487-3871

Prime Contract Potential Change Order #002: CE #002 & 003 - Added Vent Frame

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - McAuliffe Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/30 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$14,469.40

POTENTIAL CHANGE ORDER TITLE: CE #002 & 003 - Added Vent Frame

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Added Vent Frame

CE #003 - Concrete for Added Vent

In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use SilverCreek structural drawings and details to determine the extent of concrete, rodent slab, venting, and metal grates for Modular Buildings. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by SilverCreek on sheet F2.11N

ATTACHMENTS:

McAuliffe Plans Sheet A0.01.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.1.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.0.pdf __McAuliffe DJS CO#1 added vents.pdf __McAuliffe PCO #2.pdf __

#	Cost Code	Description	Туре	Amount		
1	05-50-00 - Metal Fabrications	Added Vent Frames	Commitment	\$ 3,920.00		
2	01-01-30 - Contractor Fee	Viola Mark Up	Materials	\$ 294.00		
3	03-00-00 - Concrete		Commitment	\$ 9,234.00		
4	01-01-30 - Contractor Fee	Viola Mark Up	Materials	\$ 692.55		
5	01-01-20 - Insurance	Viola Mark Up	Other	\$ 138.51		
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 92.34		
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 58.80		
8	01-01-10 - Bond	Viola Mark Up	Other	\$ 39.20		
			Subtotal:	\$14,469.40		
	Grand Total:					



Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles California 90041 **Oxnard Unified School District** 1051 South A Street Oxnard California 93030 Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California 93031

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Viola Incorporated

page 2 of 2

Printed On: 5/16/ 2018 10 :42 AM

DATE

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GOLD COAST ERECTORS, INC.

Structural Steel, Certified Welding, Seismic Retrofit, Rigging Contractors License # C-51 698200 (805) 987-6334 Ph/(805) 987-5315 Fax



WORK ORDER #1

Date: 4-2-2018

Contractor: VIOLA CONSTRUCTION

Project KINDERFLEX MCAULIFFE

We authorize GOLD COAST ERECTORS, INC. to proceed with the following EXTRA WORK ORDER:

Job Description: ADDED VENT FRAME PER F-2.11N DETAIL 10/F-2.50 FURNISH FOB JOBSITE GALVANIZED STEEL FRAMES W/ GRATING 2-TYPE A VENT FRAMES 1-TYPE B VENT FRAME 4-TYPE C VENT FRAMES

Hours NA

TOTAL \$ 3,920.00

Customer agrees to all above and agrees to make payment within 30 days of billing and authorizes their agent to sign this agreement.

CONTRACTOR REPRESENTATIVE

DATE: _____

DJS Contracting, Inc.

General Contractor:

PO Box 5624

Viola Constructors

Oxnard, CA 93031

PO Box 941090 • Simi Valley, CA 93094-1090 Phone: (805) 584-2714 • Fax: (805) 584-2023 License # 776402

COST PROPOSAL	
Date	4/30/18
DJS COR #	1

Project 17-24 McAuliffe Elementary School New Addition 3300 W Via Marina Ave Oxnard, Ca 93030 DJS Job:

Nooonintion.	Plan change form Sliver Creek bid set of drawings dated 4-10-14 . Sliver Creek Structural plan sheet F-2.11N showe
Description :	1 each 4' x8" vent per detail 9&10 / F-2.50. DSA approved drawings stamped April 09, 2018 plan sheet F-2.11N
	has been revised to include 4 each 4' x8" vents, 1 each 6' x8" vent and 2 each 8' x8" vents. Additional 34 lft. Of vents

Job:

LABOR CHARGES

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Carpenter Journeyman	Layout excavation and grade check for Excavator	1	ST	5.00	5.00	\$ 67.63	\$ 338.15
	Carpenter Journeyman	Formwork installation of 34 lft. X 30" tall vent wall per detail 10/F-2.50	3	ST	16.00	48.00	\$ 67.63	\$ 3,246.24
	Carpenter Journeyman	Set 1-1/4" grate angle embeds	1	ST	6.00	6.00	\$ 67.63	\$ 405.78
	Labor	Install reinforcing steel	1	ST	6.00	6.00	\$ 65.75	\$ 394.50
	Cement Finisher	Place and finish concrete	1	ST	4.00	4.00	\$ 66.67	\$ 266.68
	Labor	Place concrete	3	ST	2.50	7.50	\$ 65.75	\$ 493.13
	Labor	Strip vent wall concrete formwork	2	ST	4.00	8.00	\$ 65.75	\$ 526.00
	Cement Finisher	Plug and patch wall tie holes	1	ST	5.00	5.00	\$ 66.67	\$ 333.35
TOTAL L	ABOR							\$ 6,003.83

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	F	RATE	Α	MOUNT
	Equipment	Excavator with operator (Additional excavation for added vents) 10.25 cubic yards	4.00	\$	155.00	\$	620.00
	Materials	Reinforcing steel for vent wall (64 lbs) included detailing, fabercation and delivery	64.00	\$	0.76	\$	48.64
	Materials	Vent wall form material 228 sqft (plywood, 2x4, wall ties & hadware)	228.00	\$	3.80	\$	866.40
	Materials	Ready mix Concrete (2.35 cubic yards) includes AB 219 Charge, environmental, short load and standby fees	2.35	\$	130.08	\$	305.69
	Equipment	JLS Concrete boom pump (28 meter) Includes operator	1.00	\$	185.00	\$	185.00
TOTAL	MATERIALS		<u>.</u>			\$	2,025.73

SUMMARY			
TOTAL LABOR COSTS		\$	6,003.83
MARKUP	15.00%	\$	900.57
TOTAL MATERIAL & EQUIP. COSTS		\$	2,025.73
MARKUP	15.00%	\$	303.86
SUBTOTAL		\$	9,233.99
			\$0.00
CHANGE ORDER TOTAL	\$	9,	234.00



DJS Contracting, Inc. Attn: Don Phone: (805) 732-2901 Email: djs@djscontracting.com

Date: January 8, 2018 Project: All Projects

These are the individual machine rates. Labor rates are listed below & must be added to quoted amounts.

Trailer Pumps up to 200' System: \$45.00 per hour Plus \$2.25 per yard

17 Meter (54') Boom: \$44.00 per hour plus \$2.25 per yard

28 Meter (90') Boom: \$55.00 per hour plus \$2.25 per yard

31 Meter (100°) Boom: \$60.00 per hour plus \$2.25 per yard

36 Meter (118') Boom: \$70.00 per hour plus \$2.25 per yard 39 Meter (127') Boom: \$ 80.00 per hour plus \$2.35 per yard

47 Meter (154') Boom: \$100.00 per hour plus \$2.50 per yard

58 Meter (188') Boom: \$160.00 per hour plus \$3.00 per yard

61 Meter (197') Boom: \$180.00 per hour plus \$3.00 per yard

63-Z Meter (204') Boom: \$225.00 per hour plus \$3.50 per yard

Special Application Equipment	S	pecial	Ap	plication	Equipment
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Tele	belt-110 \$135.00/hr	. plus \$2.75 yard-	ton /// ***Bo	bcat \$35.00 Per H	our (4 Hr. Minimu	m)***
20 Meter "Z"	28 Meter "Z"	31 Meter "Z"	36 Meter "Z"	38/40 Meter "Z"	47 Meter "Z"	52 Meter "2
\$75.00/hr \$2.50/y	d. \$75.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr\$2.50/yd.	\$125.00/hr\$2.75/yd.	\$135.00/hr\$3.0

There is a 4-hour minimum on the trailer pumps and boom pumps up to a size 31 Meter.

There is a 5-hour minimum on the Telebelts & 36 to 61 Meters. There is an 8-hr. minimum on the 63 Meter.

Labor	Straight Time	Over Time	Double Time
Operator	\$130.00	\$184.00	\$225.00
Oiler	\$123.00	\$172.00	\$210.00

Labor and machine rates will be charged for set up and washout. Set up times are one (1) hour for all pumps and washout is one (1) hour, minimum, for all pumps. Telebelt washouts are 1.5 hours. Washout time starts when all perishable product (concrete) is out of the boom and/or material off the belts.

An oller is required on 40 meter booms and larger and in certain situations, such as when the operator cannot see the pour from the pump or when safety is an issue. Please call for further details,

System will be charged at \$1.00 per foot beyond 50° of hose. Two men are required on hard rock pours over 200 feet. System delivery and/or setup will be charged at applicable labor rates.

Any special city permits required for pumps that are not supplied by the contractor, will be obtained by JLS at an additional fee. A \$30.00 Permit/Carb fee will be added to all invoices. Cancellation charges: 4 hour minimum on equipment and labor unless cancelled 3 hours before on job time. Contractor is required to provide a safe area for the pump to set up and an area to wash out that is environmentally acceptable to any and all appropriate government agencies. A \$375.00 fee will be added to the invoice for an off-site washout.

Customers are advised that concrete pumps are subject to occasional mechanical failure. JLS does not accept back charges, so if assured performance is required, standby pumps are available at the above quoted rates.

Per Union Labor Agreement: All labor, including iravel time "portal to portal" will be charged at a 4 or 8 hour minimum. All overtime will be billed at applicable rates. Work performed between 5:00 pm & 3:00 am and Saturdays will be billed at overtime labor rates. Sundays & Holidays are double time rates. The 63 meter will be billed with an 8-hour minimum on equipment & labor, for operator & oiler, "portal to portal". A 6% environmental surcharge will be added to each invoice. Labor rates good until 7/1/18. Terms are Net 30.

Proposed By:	Accepted By:
Dave Cook	Don
JLS Concrete Pumping, Inc.	DJS Contracting, Inc.

Associated Ready Mixed Concrete Inc.

4621 Teller Ave. Suite 130, Newport Beach, CA 92660-2165 Oxnard- To place your order call (805) 604-9895 or (800) PRE-MIXX

Quote Date: 4/25/2018

To: DJS CONTRACTING

Attn: LAUREN SIMINGTON

Quote Number:

13634 - 8

Note: Quotation expires sixty days from quote date. See "Acceptance" clause below Bid Date: 4/25/2018 Phone #: (805) 584-2714 Fax #: (805) 584-2023 Customer #: 46618 PO #:

PLE PLE PLE PLE PLE PLE PLE PLE PLE PLE	THIS THIS Product description Product description 1" NO ASH, 6.5 SK .50WC	Quotation is Firm Est. Quantity	Price**
66531 4000 PLE PLE PLE PLE PLE PLE PLE PLE	A TATA DE LA PETRONA DE LA	Est. Quantity	Price**
PLE PLE PLE PLE PLE PLE PLE PLE PLE PLE	17" NO ASH, 6.5 SK .50WC	1.0.0	
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm		100	\$96.00
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	ASE SEE AB219 PREVAILING WAGE CLAUSE BELOW		
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm			
Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	ased on 10 yrd min Load you		
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Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	e: Energy surcharge of \$30.00 per load regardless of size Total Cubic Yards :	100	
Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm		Please Add Approp	riate Sales Tax
AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	es: Dump Fees of \$15.00 per yard may apply to all returned concrete		
Wage, And Buyer Duti Short Load Standing Time After Norm	ns: ADD \$4.00 ON 10/1/18 PRICES EXPIRE ON	4/1/201	9
Duti Short Load Standing Time After Norm	g Buyer must inform supplier if this is an AB219 or Prevailing Wage Job. These jo		
Short Load Standing Time After Norm	's regardless of size, delivery charge. Standing time for these projects is charged at 5		
Standing Time	es: this project without notification of AB219 status will result in a charge of a \$2000		
Standing Time	also include a safe ingress and regress to the project site and a proper washout sta- ls: Any load delivered less than a full load will have a charge based on our current pr		
After Norm	considered to be nine yards. One short load will be allowed without charge daily		
After Norm			
	be charged at a rate of \$2.50 per minute.		
Delivery Hou	al Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM 3		
	rs: additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or b AM Monday will be charged an additional \$1250.00 service charge which include \$650 each.		
Delive	y: All deliveries are subject to availability of materials, trucking and labor. There is delivery. Seller is not responsible for any costs that might be incurred by Buyer d number. Prices subject to change due to drastic cost changes or components of co	ue to delays. Please	
Temperatu	re: Pripes above are for concrete delivered at the ambient temperature, heating or chil		l itemized char
	cs: This job quotation is NOT BID as per plans and specs. The mixes quoted are not purpose, application or with regards to any particular type of soils environment. Of therefore seller cannot be responsible for variations in color, surface discoloration finished product caused by finishing techniques or job site conditions. Buyer's sele otherwise acknowledged in writing by Seller, is without the advice, consultation, of Seller, and Buyer assumes all risks related to the selection of the quoted mix for a super selection.	warranted for any p oncrete is a natural , popouts or variati- ction of the quoted ecommendation or	product ons in the mix, unless suggestion of
Service Char	get Buyer agrees to pay a service charge of 1 1/2, percent per month on any and all in or before the last day of the month following the date of delivery.		ot paid in full o
Acceptan	Additional charges may apply for orders cancelled or orders placed and then put of reference to be effective. Seller must receive Buyer's written acceptance at Se than 60 (sixty) days after the quote date, otherwise the quotation expires. NOTE: the time provided for under California UCC Section 2205(b). Orders placed on the	eller's address listed This offer is beld op	pen for less that
Buyer Acceptance			
	orders placed on this project constitute agreement Sales Agent D.		

	GENERAL N		ES				ABE
	 ALL WORK SHALL CONFORM TO TITLE 24 CALIF CHANGES TO THE APPROVED DRAWINGS AND S ADDENDA OR CONSTRUCTION CHANGE DOCUMEN DIVISION OF THE STATE ARCHITECT, AS REQUIR TITLE 24, CCR. 	PECIFICAT NT (CCD)	IONS SHAL APPROVEI	L BE MADE B D BY THE	Y	A/C AC AD ADMIN AL AB APX ARCH ASPH	air conditioning asphalt concrete area drain administration aluminum anchor bolt approximate architecture, (architectur asphalt
	3. A PROJECT INSPECTOR EMPLOYED BY THE DIST THE DIVISION OF THE STATE ARCHITECT SHALL OF THE WORK. THE DUTIES OF THE INSPECTOF PART 1, TITLE 24 CCR. A DSA CERTIFIED CLAS RELOCATABLE BUILDING IN-PLANT (RBIP) INSPE PROJECT.	PROVÌDE R ARE DE SS 3 PRO	COŃTINU(FINED IN JECT INSF	OUS INSPECTIO SECTION 4-34 PECTOR AND	Ν	AUTO & @ BM BLK'G BD BLD'G	automatic and at beam blocking board building
	 4. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAND ENVIRONMENTAL HEALTH CONSIDERATIONS ORDINANCES. DSA CLASS 3 PROJECT INSPECTO 5. DRINKING FOUNTAINS SHALL COMPLY WITH ALL REQUIREMENTS, 2016 CPC AND 2016 CBC. 	SHALL C DR REQUII	omply Wit Red For	TH ALL LOCAL THIS PROJECT.		C CAB CLN'G CKBD Q CLR CLRM CO COL COL	compact cabinet ceiling chalkboard center line clear classroom clean out column
	 6. PRIOR TO BIDDING THE CONTRACTOR SHALL VE HE LOCATION OF ALL EXISTING AND PROPOSED CO CLEAN-OUTS, PULL-BOXES, ETC. ANY DISCREF ATTENTION OF THE DISTRICT AND ARCHITECT P 	ONSTRUCT PANCIES S	SHALL BE	BROUGHT TO		CONC CONST CONT CRC CT CUST	concrete construction continuous. (continue) cold rolled channel ceramic tile custodian
	 7. PRIOR TO BIDDING, CONTRACTOR SHALL VISIT T ELEVATIONS, DIMENSIONS, AND CONDITIONS OF SUBMITTING BID. ANY DISCREPANCIES DISCOVER THE ABOVE INVESTIGATIONS SHALL BE REPORTI THE CONTRACTOR BY MEANS OF OFFERING A I THE ABOVE STATED REQUIREMENTS HAVE BEEN 	THE SITE THE INST RED BY T ED IMMED BID SHALI	AND VERIF FALLATION HE CONTR IATELY TO	Y ALL GRADES PRIOR TO ACTOR DURING THE ARCHITE	S, ; ;;	D D/(Ø) DEMO DTL DIF DIM DS DWG DF	door diameter demolish, (demolition) detail diffuser dimension down spout drawing drinking fountain
	 8. THE CONTRACTOR SHALL ENSURE THAT ALL CO LOCKABLE. SECURITY OF CONSTRUCTION SITE THE CONTRACTOR. 	NSTRUCTI			OF	E EA EF EW ELEC	east each each face each way electric(al)
	9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY T CONDITIONS THAT ARE IN CONFLICT WITH GRAD OBTAIN CLARIFICATION BEFORE PROCEEDING WI	NG OR N	NEW CONS)	EL ELEV EQV EXIST/(E) EXT	elevation elevator equivalent equal existing exterior
 THE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTIONS IN CONTROLLING THE AIR QUALITY AND DUST CONTROL FOR THE ENTIRE DURATION OF THE CONTRACT PERIOD. AND SHALL COMPLY WITH ALL LOCAL AND STATE REGULATIONS FOR DUST AND EROSION CONTROL, INCLUDING ALL MEASURES NECESSARY TO CONTROL DUST DURING NON-WORK HOURS / DAYS. THERE ARE NO TRENCHES OR EXCAVATIONS 5'-0" OR MORE IN DEPTH INTO 						FOC FOM FOS FIN FA FE FHMS FHWS FLR	face of concrete face of masonry face of studs finish(ed) fire alarm fire extinguisher flathead machine screv flathead wood screw floor(ing)
	WHICH A PERSON IS REQUIRED TO DESCEND. OR MORE IN DEPTH ARE REQUIRED, OBTAIN AN FROM THE STATE OF CALIFORNIA DIVISION OF OF A BUILDING OR GRADING PERMIT.	IF TRENC ND PAY F	HES OR E OR NECES	XCAVATIONS 5 SARY PERMIT		FD FLUR FRP FTG FUR FV	floor drain fluorescent fiberglass resistant par footing furred field verify
	12. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL APPROVALS FOR ALL WORK THAT OCCURS IN A EASEMENT. THE COST OF PERMITS SHALL BE I TO CONTRACTOR BY THE DISTRICT.	ANY PUBL	LIC RIGHT-	OF-WAY AND		GA GALV GLB GYP	gage, (gauge) galvanized glue lam beam gypsum
13. THE ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, UNDERPINNING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE ARCHITECT OR THE ENGINEER.						H HDWR HVAC HC HM HP	height hardware air conditioning hollow core hollow metal horsepower
	14. THE CONTRACTOR SHALL FURNISH AND INSTAL AREA, CONSTRUCTION PERSONNEL ONLY" AT AI CONSTRUCTION PHASE.					HORIZ INCL INFOR INSUL	include(d), (ing) information insulat(e), (ion)
	15. A DSA APPROVED TESTING LABORATORY DIRECT (OWNER) SHALL CONDUCT ALL THE REQUIRED PROJECT.				E	INT KCPL LAB LB LAM	interior Keene's cement plaster length laboratory lag bolt laminate

OXNARD SCHOOL DISTRICT CAULIFFE ELEMENTARY SCHOOL EN FLEX CLASSROOM BUILDING ADDITION 3300 VIA MARINA AVE, OXNARD CA 93035

REVIATIONS			API	PLICAE	BLE CODES		GENERAL SC	OPE OF WORK
MC MH	mineral core manhole		PART 1 2016 CAL		IG STANDARDS ADMINISTRATIVE CODE, TITLE 24,	PROJECT	T CONSISTS OF:	
MAT'L MAX MECH MED MT	material(s) maximum mechanic(al) medium mosaic tile		C.C.R. PART 2 2016 CAL	FORNIA BUILDIN	IG CODE (CBC), TITLE 24 C.C.R. ILDING CODE OF THE INTERNATIONAL CODE	1. NEW BUIL TWC	V 40' X 72' MODULAR CLASSROOM BUILD LDINGS BY SILVER CREEK (PC # 04–114	DING PLACEMENT AND INSTALLATION OF 4027). CLASSROOM BUILDING CONSISTING OF RAGE/WORK ROOM AND TWO SINGLE OCCUPANT
I) MTL MIN MISC MKBD	metal minimum miscellaneous marker board		PART 3 2016 CAL (2014 NAT	FORNIA ELECTR FIONAL ELECTRIC	A AMENDMENTS) ICAL CODE (CEC), TITLE 24 C.C.R. CAL CODE OF THE NATIONAL FIRE PROTECTION	2. ALL OF	. SITE DEMOLITION WORK AS SHOW ON DI NEW CLASSROOM BUILDINGS, INCLUDING	RAWING AND AS REQUIRED FOR INSTALLATION REMOVING OF TREES, AND LANDSCAPES AND ATION LINES IN AND AROUND BUILDING AREA.
N (N) NOM NIC NTS	north new nominal not in contract not to scale		PART 4 2016 CAL (2015 UN OF PLUME PART 5 2016 CAL	FORM MECHANI NG AND MECH FORNIA PLUMBI	NICAL CODE (CMC), TITLE 24 C.C.R. CAL CODE OF THE INTERNATIONAL ASSOCIATION ANICAL OFFICIALS, IAPMO) NG CODE (CPC), TITLE 24 C.C.R.	50' REC OVE BEY AS	X 6'-O" DEPTH ON 4'-O" BELOW BOTT(COMPACTION TO 95% COMPACTION IN ACC ER-EXCAVATTION SHALL BE EXTENDED LAT	ER SOILS REPORT AND SOIL ENGINEER, 82' X OM OF FOOTING, WHICHEVER IS DEEPER AND CODANCE TO ASTM D1557 MAX. DRY DENSITY. TERALLY TO A DISTANCE OF 5 FEET LATERALLY ATION FOOTPRINT. PROVIDE GEO-GRID REINF.
OC OS OPN'G OVHD OL	on center overflow scuppe opening overhead occupant load		PLUMBING PART 6 2016 CALI PART 7 VACANT	AND MECHANIC FORNIA ENERGY	G CODE OF THE INERNATIONAL ASSOCIATION OF AL OFFICIALS, IAMPO) ' CODE, TITLE 24 C.C.R. RICAL BUILDING CODE, TITLE 24 C.C.R.	BUII A. B. C. D.	LDING ELECTRICAL WATER SEWER LOW VOLTAGE	BUILDING AND FINAL CONNECTION TO MODULAR
P PH PBD PED PL PL PLYWD PNL PVC	paint panic hardware particle board pedestal plastic laminate plate plywood panel polyvinyl chloric		(2015 INT COUNCIL) PART 10 2016 CAL (2015 IN INTERNATIC	ERNATIONAL FIR IFORNIA EXISTIN ITERNATIONAL E DNAL CODE COU	DDE, TITLE 24 C.C.R. E CODE OF THE INTERNATIONAL CODE NG BUILDING CODE, TITLE 24 C.C.R. XISTING BUILDING CODE OF THE INCIL, WITH AMENDMENTS)	F. 5. SITE 6. CON MAN	FIRE WATER FINAL CHLORINATION OF PLUMBING SYST E GRADING AND DRAINAGE AROUND BUILD NCRETE FOUNDATION, RAT SLAB, AND VEN NUFACTURING FOUNDATION DRAWINGS, INCL ERIOR AND EXTERIOR BUILDING SIGNAGE.	ING AND NEW PAVING AROUND BUILDING. ITING FOR MODULAR BUILDING AS PER LUDING METAL GRATES.
R RECO REF REG RELO REQ'D	radius reconstruction reference register relocatable		TITLE 24	IFORNIA REFERI	BUILDING STANDARDS, (CALGREEN CODE) ENCED STANDARDS CODE, TITLE 24 C.C.R. <u>ARDS:</u>	CAM 9. LOW CON	IPUS FIRE ALARM SYSTEM. V VOLTAGE CONDUIT, WIRING AND OUTLETS NNECTION TO EXISTING CAMPUS SYSTEM.	
RA RD RM RN RO RR S SG	return air roof drain room reconstruction rough opening return register south safety glass	note	NFPA 13 AUTOMATIC NFPA 14 STANDPIPE NFPA 17 DRY CHEM NFPA 17A WET CHEM NFPA 20 STATIONAR NFPA 24 PRIVATE F	E SYSTEMS (CA IICAL EXTINGUIS IICAL EXTINGUIS Y PUMPS	HING SYSTEMS 2013 EDITION HING SYSTEMS 2013 EDITION 2016 EDITION		LDING GROUND WELL AND GROUNDING RC	
SCHD SEC SSK SIM SC	schedule section service sink similar solid core		NFPA 72 NATIONAL NOTE: SEE	FIRE ALARM [®] CO E UL STANDARD R AND OTHER C	DE (CA ÁMENDED) 2016 EDITION 1971 FOR "VISUAL DEVICES OPENING PROTECTIVES 2016 EDITION		SYMBC	DLS LIST
SF SPEC SQ SS ST STD STD STL	square footage specification(s) square stainless steel stain standard steel)	COVER NFPA 2001 CLEAN	AGENT FIRE EX AGENT FIRE EX I (CALIFORNIA /	TINGUISHING 2015 EDITION		DETAIL NUMBER SHEET DETAIL SHOWN BRE	ETAIL EFERENCE
STO SD STR/S SYS T&B	storage storm drain				PA STANDARDS – 2016 CBC (SFM) CHAPTER OF CALIFORNIA AMENDMENTS TO NFPA		LETTER SECTION LINES	
T&G T&G TKBD TEL TV THK TH THRU TOW TYP	tongue & groo tackboard telephone television thickness threshold through top of wall						DEMOLITION NOTE RECONSTRUCTION NOTE Construction Construction	7
UON UR	typical unless otherwi urinal	se noted		PROJI	ECT DATA	\sim	NORTH ARROW	
VERT VIF VCT	vertical verify in field vinyl composit vinyl tile	ion tile	NUMBER OF STORIE	S: ONE				
VT WSCT WC W	wainscot water closet west		BUILDINGS HEIGHT:	15'-10"			VICINI	TY MAP
WG W/ W/O WD/W WIC	wire alass		OCCUPANCY TYPE: CONSTRUCTION TYP SPRINKLERED: BUILDING AREA:	E E: V-B NO 2,880 SF.		\leftarrow	FREEWAY 1	
			CAPACITY:	134 OCCU	PANTS		E GONZALES RD W WOOLEY RD VIA MARINA AVE XI MOHINA AVE KEEL AVE KEEL AVE	PRO SITE MANA MANA MANA MANA MANA MANA MANA MAN
BC 2016								ARK BARK
RIOR WALLS NON-BEARING WALLS TABLE 602	ACTUAL AREA	BUILDING AREA (KETCH AVE W HEMLOCK	
0	2,880	1 / < 40'	9,500				•	
					MECHANICAL ENGINEER BUDLONG & ASSOCIATES, INC. 315 Arden Ave. Suite 23 Glendale, CA 91203 TEL: (818) 638–8780 Email: victor@budlong.com Contact: Victor Jons		91203 38–8780 9budlong.com	OWNER OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030 TEL: (805) 385–1501

L SCOPE OF WORK

SROOM BUILDING PLACEMENT AND INSTALLATION OF PC # 04-114027). CLASSROOM BUILDING CONSISTING OF MS, ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPANT

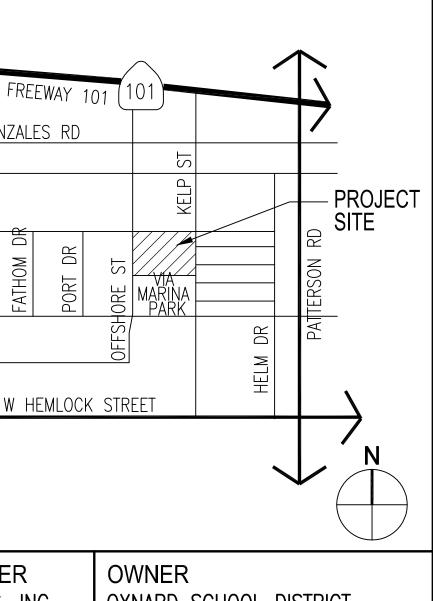
LUMBING SYSTEM

- ROUND BUILDING AND NEW PAVING AROUND BUILDING $\overbrace{}$ LAB, AND VENTING FOR MODULAR BUILDING AS PER RAWINGS, INCLUDING METAL GRATES. ING SIGNAGE.
- C. & FIRE ALARM SYSTEM AND CONNECTION TO EXISTING
- AND OUTLETS IN NEW CLASSROOM BUILDING AND PUS SYSTEM.
- ROUNDING RODS AND CONNECTIONS.
- ROOFING FOR NEW MODULAR CLASSROOM BUILDING.

YMBOLS LIST

- > DETAIL SHOWN & REFERENCE
- TION LINES
- ON NOTE
- SION NUMBER

ICINITY MAP



NC.	OXNARD SCHOOL DISTRIC
	1051 SOUTH A STREET OXNARD, CA 93030 TEL: (805) 385–1501

A0.01 TITLE SHEET

ARCHITECTURAL

- A0.02 ABBREVIATIONS, SYMBOL LIST, NOTES AND LEGENDS A1.00 OVERALL SITE PLAN
- A1.01FA SITE PLAN FIRE ACCESS A1.02 PARTIAL DEMOLITION SITE PLAN
- A1.03 PARTIAL RECONSTRUCTION SITE PLAN
- A1.04 SITE FENCE, GATE & PAVING DETAILS
- A1.05 SIGNAGE DETAILS A2.01 FLOOR PLAN
- A3.01 EXTERIOR AND INTERIOR ELEVATIONS, & DETAILS

<u>PLUMBING</u>

P.1 PLUMBING FRONT SHEET

P.2 PLUMBING SITE PLAN **ELECTRICAL** ELECTRICAL FRONT SHEET E1.0 E-1.1 ELECTRICAL SINGLE LINE DIAGRAM E-2.0 ELECTRICAL SITE PLAN E-2.1 ELECTRICAL FLOOR PLAN E-3.0 ELECTRICAL DIAGRAMS

FIRE ALARM

FA-1.0 FIRE ALARM FRONT SHEET FA-1.1 FIRE ALARM RISER DIAGRAM & CALCS. FA-2.1 FIRE ALARM FLOOR PLAN

MANUFACTURER'S DRAWINGS ARCHITECTURAL

- ↓ A-0 COVER SHEET
- A-OA T&IFORMS 📉 A-0.0 BUILDING OPTIONS SCHEDULE
- A-0.1 SYMBOLS LEGEND, ABBREVIATION, AND ADA SIGNAGE
- A-0.2 SCHEDULES
- A-0.3 TYPICAL KEY PLANS- 24' TO 120'X40' A-0.6D ENERGY CALC'S- ELC FORMS-120'X40' BUILDING
- A-0.6E ENERGY CALC'S- LTO/MCH FORMS-
- 120'X40' BUILDING A-0.6F ENERGY CALC'S- LTI FORMS-
- 120'X40' BUILDINGS
- A−0.7 DESIGN ENERGY VALUES BY ZONE & CALGREEN SPECIFICATIONS \times A-1.03 FLOOR PLAN- 48' TO 120'X40'
- A-2.03 REFLECTED CEILING PLAN 48' TO
- 120'X40' A = 2.20 CEILING DETAILS – T-GRID
- A-2.21 CEILING DETAILS HARD LID
- A = 3.33 ROOF PLAN PARAPET MONO SLOPE 48' TO - 120'X40'
- A-3.80 ROOF DETAILS- TPO ROOF A-4.23 EXTERIOR ELEVATIONS – MONO OR
- DUAL SLOPE 48' TO 120'X40'
- (PARAPET) A-5.01 CROSS SECTION - MONO SLOPE -0.018",B.U., OR TPR ROOF DECK OR ☐ E-1.03N ELECTRICAL PLAN - 48' TO 120'X40'
- PARAPET A-5.05 CROSS SECTION
- A-5.51 ARCHITECTURAL DETAILS WOOD
- STUD PLASTER A–5.70 ARCHITECTURAL DETAILS – FLOOR
- 🗙 A–5.80 ARCHITECTURAL DETAILS –
- MISCELLANEOUS/OPTIONS 🔾 A–5.81 ARCHITECTURAL DETAILS –
- MISCELLANEOUS/OPTIONS
- A-6.03 INTERIOR ELEVATIONS 48' TO 120'X40'

FOUNDATION

SHEET INDEX

FOUN	IDATION
	IIC Ss UP TO 2.80G
F-2.11	CONCRETE FOUNDATION PLAN – BELOW GRADE – CONCRETE FLOOR
F-2.50	
F-2.51	FOUNDATION DETAILS – CONCRETE
STRU	ICTURAL "HIGH SEISMIC"
SEISM	IIC Ss UP TO 2.80G
S-0.1 S-1.11	
S-1.60	FLOOR FLOOR FRAMING DETAILS – CONCRETE FLOOR
S-2.03	
S-2.50 S-2.60	ROOF FRAMING DETAILS
S-2.70 S-2.90 S-3.01 S-5.00	BUILDING SECTION - MONO SLOPE ROOF
	STUDS WALL FRAMING DETAILS – WOOD STUDS
S-5.11	
<u> PLUN</u>	1BING
P-1.01	PLUMBING DETAILS AND SCHEDULE
	HANICAL
M-0.1 M-4.01	MECHANICAL PLAN - ROOF MOUNT - 48'
M-4.02	TO 120'X40' MECHANICAL ROOF PLAN – ROOF MOUNT – 48' TO 120'X40'
ELEC	TRICAL
E-1.03	ELECTRICAL PLAN – 48' TO 120'X40'
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	SCHEDULES
A-1.03N A-2.03N	FLOOR PLAN – 48' TO 120'X40' REFLECTED CEILING PLAN – 48' TO 120'X40'
A-4.23N	SLOPE – 48' TO 120'X40'
	INTERIOR ELEVATIONS PLUMBING ISOMETRICS
M-4.01N	
M-4.02N	MECHANICAL ROOF PLAN - ROOF MOUNT

STATEMENT OF

- 48' TO 120'X40'

GENERAL CONFORMANCE

APPLICATION NO 03-118732 FILE NO 56-22 THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF ANY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTION 17302 AND 81138 OF THE EDUCATION CODE AND SECTION 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1, SECTION 4-317 (B).

SIGNATURE OF

PLANS & SPECIFICATIONS

THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS DESIGNATED WITH A PC# 04-114027 HAVE BEEN PREPARED BY OTHER

DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED BY ME.

THE ITEMS DESIGNATED WITH A PROVIDENT PC# 04-114027 HAVE BEEN COORDINATED WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR

INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE (OR FOR WHICH I HAVE BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.)

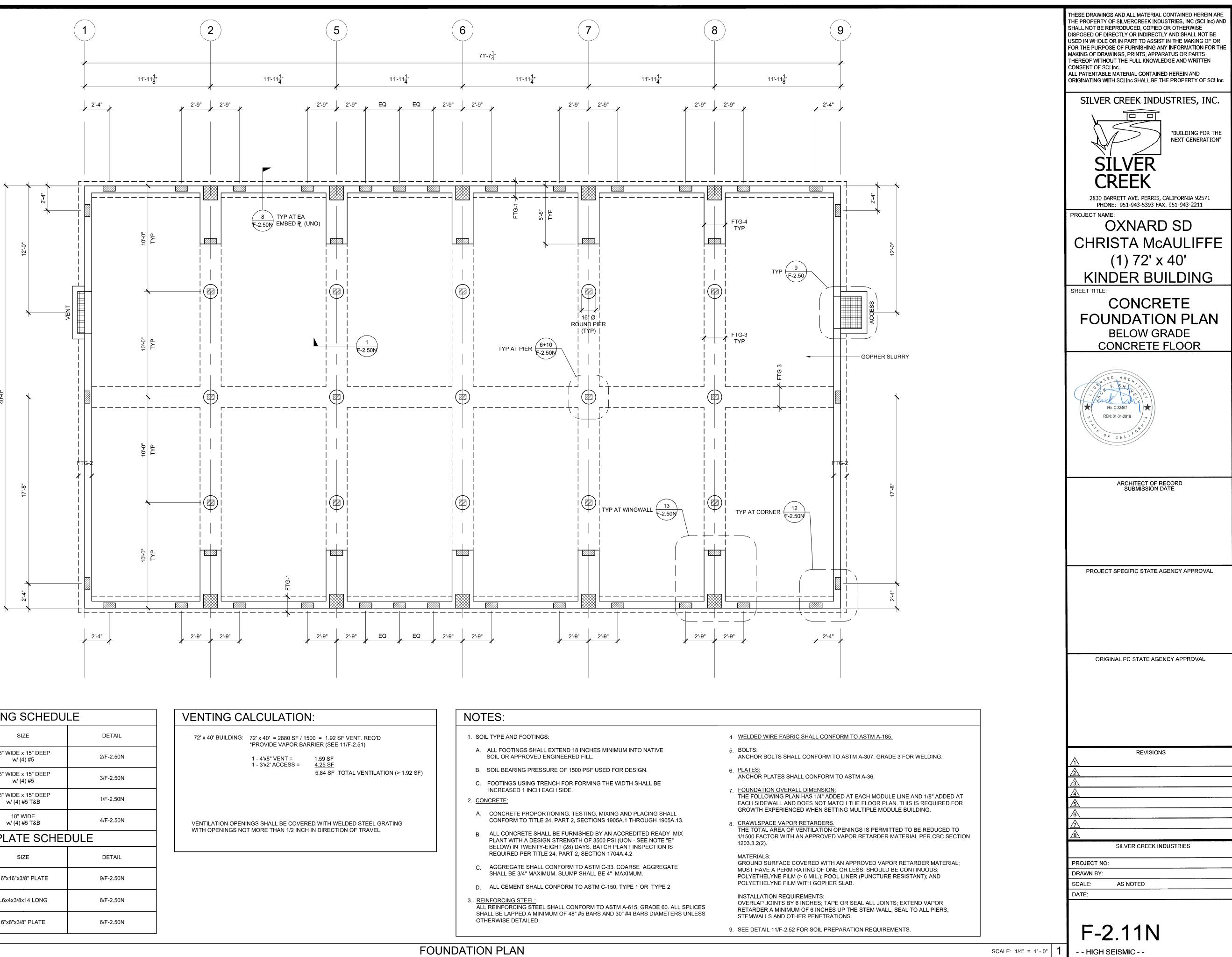
I FIND THAT ALL DRAWINGS OR SHEETS LISTED ON THGE COVER SHEET INDEX ARE IN GENERAL CONFORMANCE WITH THE PROJECT DESIGN INTENT AND HAVE BEEN COORDINATED WITH THE PROJECT PLANS AND SPECIFICATIONS.

Michael P. Stahlheber, AlA

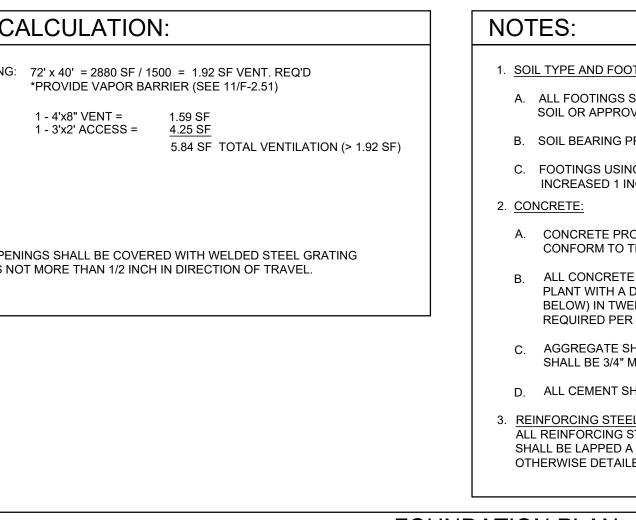
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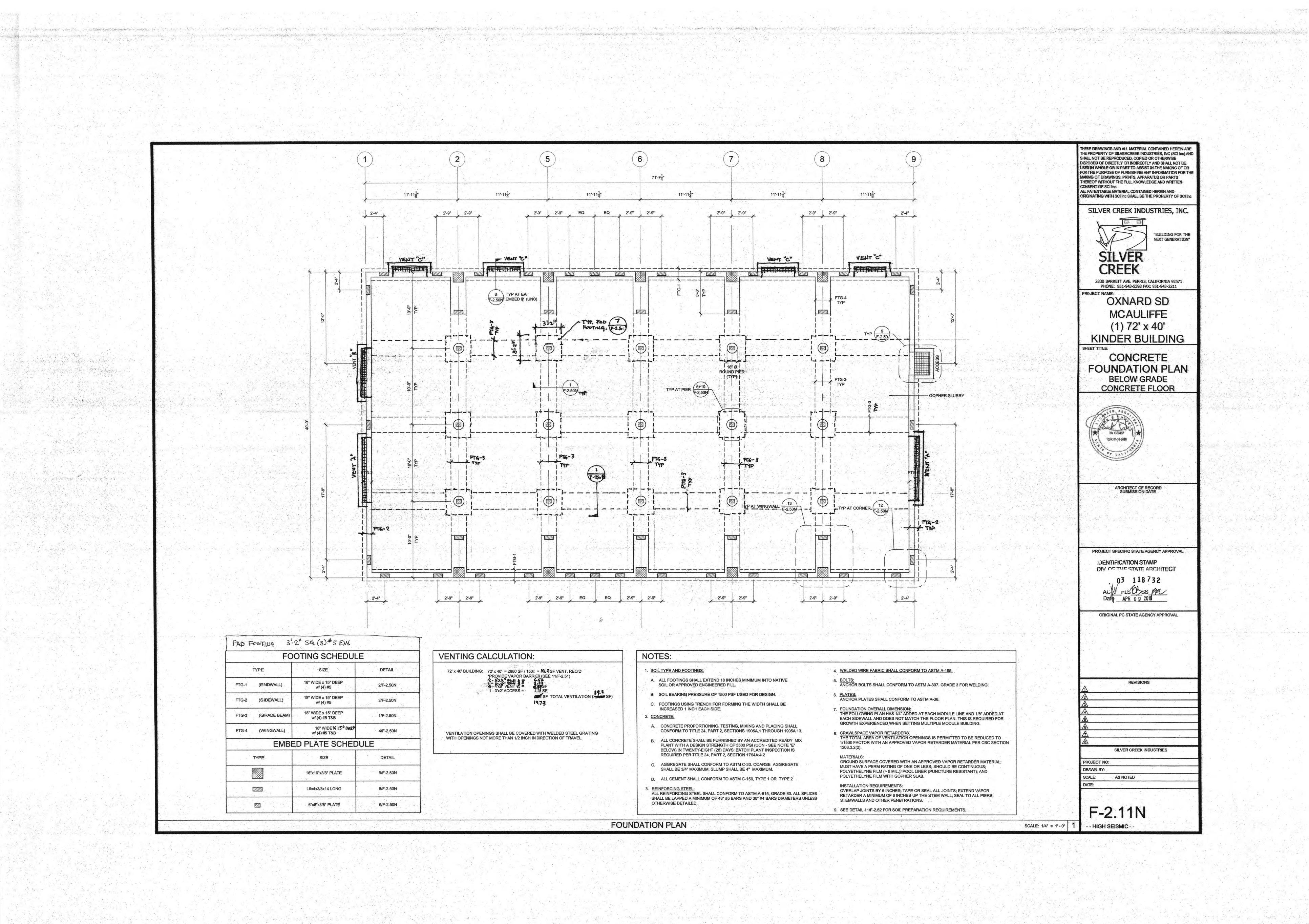
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	SIZE	DETAIL		72' x 40' BUILI
(ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N		
(SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N		
(GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N		
(WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N		VENTILATION WITH OPENING
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	16"x16"x3/8" PLATE	9/F-2.50N		
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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate McAuliffe Elementary School, located at 3300 Via Marina Avenue, Oxnard, California 93035 (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 1H 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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. <u>Construction.</u> 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Preconstruction Services.</u> 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. <u>Project</u>. 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. <u>Project Manual</u>. 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. <u>Site</u>. 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. <u>Site Lease</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

- J. <u>Specifications</u>. 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. <u>Subcontractor</u>. 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. <u>Sublease</u>. 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. <u>Sublease Payments.</u> 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. <u>Tenant Improvement Payments.</u> 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 Trustees, 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

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No</u> <u>Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five</u> <u>Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (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 was 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

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to 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 guotes 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.).

- 7 -

OXNARD SCHOOL DISTRICT

McAuliffe Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

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. 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 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

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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.
- 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");

- 9 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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, make 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 but are in a location. 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.

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 <u>Patrick Waid</u> as Project Manager/Superintendent for the Project. So long as <u>Patrick Waid</u> 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.

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 open 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 Proiect. 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

- 13 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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) <u>Found Not to be Hazardous Materials</u>. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do <u>not</u> 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

- 14 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suote #106 Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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

THE DISTRICT

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

a. tranz By: Michael T. Viola By: Lisa A. Franz Title: CEO Title: Director, Purchasing Date: 11-28-17 Date: 11/8/2017

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

EXHIBIT B

Oxnard School District – McAuliffe ES New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. 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.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

2. Professional Constructability Review

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 22 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

November 1, 2017

McAuliffe Elementary School New Addition

3. Value Engineering Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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 specifications 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.

- 23 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 24 -

OXNARD SCHOOL DISTRICT

McAuliffe Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

- 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.

Viola Inc.:

By: Michael T. Viola

_____ By: <u>Lisa /</u>

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT, a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

- 25 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	rivel Sura	Y OI	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALT	ER THE CO	UPON THE CERTIFICATE HO VERAGE AFFORDED BY THE	POLICIES
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PRODUCER	Jenn	sinta	<i>J</i> .	CONTA	^{CT} Debbie	Trwin		
Tolman & Wiker Insurance Ser	vice	as L	LC #0E52073	NAME: PHONE	(805)	585-6100	FAX (A/C, No): (805) 5	85-6200
196 S. Fir Street				E-MAIL	o dirwin	tolmanan	dwiker.com	
PO Box 1388				ADDRE				NAIC #
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Viola Inc.						indemnity		22314
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COVERAGES CEF	TIFIC		NUMBER:17/18 GL/	AU/XS	/WC -		REVISION NUMBER:	
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COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$	1,000,000
							PREMISES (Ea occurrence) \$	50,000
X Owners & Contractors			G22012782012		4/1/2017	4/1/2018	MED EXP (Any one person) \$	5,000
]			Excludes all				PERSONAL & ADV INJURY \$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:			WRAP/OCIP Work				GENERAL AGGREGATE \$	2,000,000
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	2,000,000
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							(Ea accident)	1,000,000
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AUTOS AUTOS NON-OWNED			BAA (18) 56449245		4/1/2017	4/1/2018	PROPERTY DAMAGE	
HIRED AUTOS AUTOS							(Per accident)	
UMBRELLA LIAB X OCCUR							Drive other car 5 EACH OCCURRENCE \$	4,000,000
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WORKERS COMPENSATION							X PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT \$	1,000,000
D OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		7600000614171		1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	•					• •	•	, T
Re: McAuliffe Elementary Scho GL: Oxnard School District, i								
representatives are Additiona								
GL: A Waiver of Subrogation i			—			-		This
insurance is Primary & Non-Co	ntr	ibut	ory to any other	insur	ance hel	d by the	Additional Insured pe	r the
(GL) GLE00070196 and (AU) CAO	001	0306	5. Endorsements a	pply	only when	n require	d by written contract	during
the policy term.						<u></u>	······	I
CERTIFICATE HOLDER			1	CANC	ELLATION			
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola	a, Inc., M&T Concrete, Inc	2.	Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of In Westchester Fire	surance Company) e Insurance Company	L	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

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States .

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

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The estimated premium for this Cova. erage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/6	'18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Academic Enrichment Special Education Support Services Personnel Legal X Facilities	
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Re	ading 2 nd Reading	

Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to adjust costs for the Ritchen Elementary School New Addition (Penanhoat/Fateh/CFW)

The schedule for the Ritchen Kinder-Flex project was accelerated to enable the building to be available for use in Fall, 2018. To maintain the schedule, the general contractor needed to get sub-contractor bids before final DSA approval of the drawings. The foundation vents added in Allocation #1 were added by DSA during final plan check, and thus were not in the general contractor's bid.

Allocation No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 Concrete for Added Vent with the following scope of work.

 PCO #002 Concrete for Added Vent – In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use Silver Creek structural drawings and details to determine the extent of concrete, rodent slab, venting and metal grates for the Modular Building. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by Silver Creek on sheet F2.11N.

FISCAL IMPACT

<u>Eleven Thousand Eight Hundred Fifty-Four Dollars and Seventy-One Cents</u> (\$11,854.71) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to provide Construction Services related to the Ritchen Elementary School New Addition.

ADDITIONAL MATERIAL

Attached:

- Allocation #001, Viola Incorporated (2 Pages)
- PCO #002 (9 Pages)
- Construction Services Agreement #17-218 (30 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 6, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: Ritchen Elementary School New Addition O.S.D. BID No. N/A O.S.D. Agreement No.17-218 OWNER:

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

ARCHITECT Flewelling and Moody Architects 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041

CONTRACTOR:

Viola Inc. P.O. Box 5624 Oxnard, CA 93031 Attn: Pat Waid

Architects Proj. No.: 2781-200 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-118730

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	\$ 20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 20,000.00
NET CHANGE	\$ 11,854.71
Total Contingency Allocations to Date:	\$ 11,854.71
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001	\$ 8,145.29

ltem	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 #002 – Concrete for Added Vent			\$11,854.71				
2.								
3.								
4.								
5.								
	Totals			\$11,854.71				
	Total Contractor Contingency Allocation Approval No. 001 \$11,854.71 *NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR							
<u>APPR</u>	<u>OVAL</u> (REQUIRED):							
	ARCHITECT:			DATE:				
	CONTRACTOR:			DATE:				
RECO	MMENDED FOR APPROVA	<u>AL:</u>						
Assistant Superintendent, Business & Fiscal Services DATE:								
<u>APPR</u>	<u>OVAL</u> (REQUIRED):							
BOAR	RD APPROVAL	DATE:						
PURC	HASING DIRECTOR:			DATE:				



PCO #002

Viola Incorporated PO BOX 5624 Oxnard, California 93031 Phone: (805) 487-3871 Fax: (805) 487-3870 Project: 17-26 - Ritchen Elementary School New Addition 2200 Cabrillo Way, Oxnard CA Oxnard, California 93030 Phone: 805-487-3871

Prime Contract Potential Change Order #002: CE #002 & 003 - Added Vent Frame

	_	-	
TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - Ritchen Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/30 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$11,854.71

POTENTIAL CHANGE ORDER TITLE: CE #002 & 003 - Added Vent Frame

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Added Vent Frame

CE #003 - Concrete for Added Vent

In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use SilverCreek structural drawings and details to determine the extent of concrete, rodent slab, venting, and metal grates for Modular Buildings. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by SilverCreek on sheet F2.11N

ATTACHMENTS:

Ritchen Plans Sheet A0.01.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.0.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.1.pdf __Ritchen DJS CO#1 added vents.pdf __Ritchen PCO #2.pdf

#	Cost Code	Description	Туре	Amount
1	05-50-00 - Metal Fabrications	Added Vent Frames	Commitment	\$ 3,920.00
2	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 294.00
3	03-00-00 - Concrete		Commitment	\$ 6,857.00
4	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 514.28
5	01-01-20 - Insurance	Viola Mark Up	Other	\$ 102.86
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 68.57
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 58.80
8	01-01-10 - Bond	Viola Mark Up	Other	\$ 39.20
			Subtotal:	\$11,854.71
			Grand Total:	\$11,854.71



Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles California 90041 **Oxnard Unified School District** 1051 South A Street Oxnard California 93030 Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California 93031

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Viola Incorporated

page 2 of 2

Printed On: 5/16/ 2018 10 :46 AM

DATE

emailed Photo/Vian 4.30

GOLD COAST ERECTORS, INC.

Structural Steel, Certified Welding, Seismic Retrofit, Rigging Contractors License # C-51 698200 (805) 987-6334 Ph/(805) 987-5315 Fax



WORK ORDER #1

Date: 4-2-2018

Contractor: VIOLA CONSTRUCTION

Project KINDERFLEX RITCHEN

We authorize GOLD COAST ERECTORS, INC. to proceed with the following EXTRA WORK ORDER:

Job Description: ADDED VENT FRAME PER F-2.11N DETAIL 10/F-2.50 FURNISH FOB JOBSITE GALVANIZED STEEL FRAMES W/ GRATING 2-TYPE A VENT FRAMES 1-TYPE B VENT FRAME 4-TYPE C VENT FRAMES

Hours NA

TOTAL \$ 3,920.00

Customer agrees to all above and agrees to make payment within 30 days of billing and authorizes their agent to sign this agreement.

CONTRACTOR REPRESENTATIVE _

DATE: _____

DJS Contracting, Inc.

General Contractor:

PO Box 5624

Viola Constructors

Oxnard, CA 93031

PO Box 941090 • Simi Valley, CA 93094-1090 Phone: (805) 584-2714 • Fax: (805) 584-2023 License # 776402

COST PROPOSAL	
Date	4/30/18
DJS COR #	1

Project 17-26 Ritchen Elementary School New Addition 3300 W Via Marina Ave Oxnard, Ca 93030 DJS Job:

Nononintion.	Plan change form Sliver Creek bid set of drawings dated 4-10-14 . Sliver Creek Structural plan sheet F-2.11N showe
Description:	1 each 4' x8" vent per detail 9&10 / F-2.50. DSA approved drawings stamped April 09, 2018 plan sheet F-2.11N
	has been revised to include 2 each 6' x8" vent and 3 each 8' x8" vents. Additional 24 lft. Of vents

Job:

LABOR CHARGES

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Carpenter Journeyman	Layout excavation and grade check for Excavator	1	ST	5.00	4.00	\$ 67.63	\$ 270.52
	Carpenter Journeyman	Formwork installation of 24 lft. X 30" tall vent wall per detail 10/F-2.50	3	ST	12.00	36.00	\$ 67.63	\$ 2,434.68
	Carpenter Journeyman	Set 1-1/4" grate angle embeds	1	ST	4.00	4.00	\$ 67.63	\$ 270.52
	Labor	Install reinforcing steel	1	ST	4.00	4.00	\$ 65.75	\$ 263.00
	Cement Finisher	Place and finish concrete	1	ST	3.00	3.00	\$ 66.67	\$ 200.01
	Labor	Place concrete	3	ST	1.75	5.25	\$ 65.75	\$ 345.19
	Labor	Strip vent wall concrete formwork	2	ST	3.00	6.00	\$ 65.75	\$ 394.50
	Cement Finisher	Plug and patch wall tie holes	1	ST	4.00	4.00	\$ 66.67	\$ 266.68
TOTAL L	ABOR							\$ 4,445.10

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	F	RATE	Α	MOUNT
	Equipment	Excavator with operator (Additional excavation for added vents) 7.2 cubic yards	3.00	\$	155.00	\$	465.00
	Materials	Reinforcing steel for vent wall (64 lbs) included detailing, fabercation and delivery	45.00	\$	0.76	\$	34.20
	Materials	Vent wall form material 228 sqft (plywood, 2x4, wall ties & hadware)	161.00	\$	3.80	\$	611.80
	Materials	Ready mix Concrete (2.35 cubic yards) includes AB 219 Charge, environmental, short load and standby fees	1.70	\$	130.08	\$	221.14
	Equipment	JLS Concrete boom pump (28 meter) Includes operator	1.00	\$	185.00	\$	185.00
TOTAL	MATERIALS					\$	1,517.14

SUMMARY				
TOTAL LABOR COSTS			\$	4,445.10
MAI	RKUP	15.00%	\$	666.76
TOTAL MATERIAL & EQUIP. COSTS			\$	1,517.14
MAI	RKUP	15.00%	\$	227.57
SUBTOTAL			\$	6,856.57
				\$0.00
CHANGE ORDER TOTAL	:	\$	6,	857.00



DJS Contracting, Inc. Attn: Don Phone: (805) 732-2901 Email: djs@djscontracting.com

Date: January 8, 2018 Project: All Projects

These are the individual machine rates. Labor rates are listed below & must be added to quoted amounts.

Trailer Pumps up to 200' System: \$45.00 per hour Plus \$2.25 per yard

17 Meter (54') Boom: \$44.00 per hour plus \$2.25 per yard

28 Meter (90') Boom: \$55.00 per hour plus \$2.25 per yard

31 Meter (100°) Boom: \$60.00 per hour plus \$2.25 per yard

36 Meter (118') Boom: \$70.00 per hour plus \$2.25 per yard 39 Meter (127') Boom: \$ 80.00 per hour plus \$2.35 per yard

47 Meter (154') Boom: \$100.00 per hour plus \$2.50 per yard

58 Meter (188') Boom: \$160.00 per hour plus \$3.00 per yard

61 Meter (197') Boom: \$180.00 per hour plus \$3.00 per yard

63-Z Meter (204') Boom: \$225.00 per hour plus \$3.50 per yard

Special Application Equipment	S	pecial	Ap	plication	Equipment
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Tele	belt-110 \$135.00/hr	. plus \$2.75 yard-	ton /// ***Bo	bcat \$35.00 Per H	our (4 Hr. Minimu	m)***
20 Meter "Z"	28 Meter "Z"	31 Meter "Z"	36 Meter "Z"	38/40 Meter "Z"	47 Meter "Z"	52 Meter "2
\$75.00/hr \$2.50/y	d. \$75.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr\$2.50/yd.	\$125.00/hr\$2.75/yd.	\$135.00/hr\$3.0

There is a 4-hour minimum on the trailer pumps and boom pumps up to a size 31 Meter.

There is a 5-hour minimum on the Telebelts & 36 to 61 Meters. There is an 8-hr. minimum on the 63 Meter.

Labor	Straight Time	Over Time	Double Time
Operator	\$130.00	\$184.00	\$225.00
Oiler	\$123.00	\$172.00	\$210.00

Labor and machine rates will be charged for set up and washout. Set up times are one (1) hour for all pumps and washout is one (1) hour, minimum, for all pumps. Telebelt washouts are 1.5 hours. Washout time starts when all perishable product (concrete) is out of the boom and/or material off the belts.

An oller is required on 40 meter booms and larger and in certain situations, such as when the operator cannot see the pour from the pump or when safety is an issue. Please call for further details,

System will be charged at \$1.00 per foot beyond 50° of hose. Two men are required on hard rock pours over 200 feet. System delivery and/or setup will be charged at applicable labor rates.

Any special city permits required for pumps that are not supplied by the contractor, will be obtained by JLS at an additional fee. A \$30.00 Permit/Carb fee will be added to all invoices. Cancellation charges: 4 hour minimum on equipment and labor unless cancelled 3 hours before on job time. Contractor is required to provide a safe area for the pump to set up and an area to wash out that is environmentally acceptable to any and all appropriate government agencies. A \$375.00 fee will be added to the invoice for an off-site washout.

Customers are advised that concrete pumps are subject to occasional mechanical failure. JLS does not accept back charges, so if assured performance is required, standby pumps are available at the above quoted rates.

Per Union Labor Agreement: All labor, including iravel time "portal to portal" will be charged at a 4 or 8 hour minimum. All overtime will be billed at applicable rates. Work performed between 5:00 pm & 3:00 am and Saturdays will be billed at overtime labor rates. Sundays & Holidays are double time rates. The 63 meter will be billed with an 8-hour minimum on equipment & labor, for operator & oiler, "portal to portal". A 6% environmental surcharge will be added to each invoice. Labor rates good until 7/1/18. Terms are Net 30.

Proposed By:	Accepted By:
Dave Cook	Don
JLS Concrete Pumping, Inc.	DJS Contracting, Inc.

Associated Ready Mixed Concrete Inc.

4621 Teller Ave. Suite 130, Newport Beach, CA 92660-2165 Oxnard- To place your order call (805) 604-9895 or (800) PRE-MIXX

Quote Date: 4/25/2018

To: DJS CONTRACTING

Attn: LAUREN SIMINGTON

Quote Number:

13634 - 8

Note: Quotation expires sixty days from quote date. See "Acceptance" clause below Bid Date: 4/25/2018 Phone #: (805) 584-2714 Fax #: (805) 584-2023 Customer #: 46618 PO #:

PLE PLE PLE PLE PLE PLE PLE PLE PLE PLE	THIS THIS Product description Product description 1" NO ASH, 6.5 SK .50WC	Quotation is Firm Est. Quantity	Price**
66531 4000 PLE PLE PLE PLE PLE PLE PLE PLE	A TATA DE LA PETRONA DE LA	Est. Quantity	Price**
PLE PLE PLE PLE PLE PLE PLE PLE PLE PLE	17" NO ASH, 6.5 SK .50WC	1.0.0	
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm		100	\$96.00
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	ASE SEE AB219 PREVAILING WAGE CLAUSE BELOW		
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Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm		Please Add Approp	riate Sales Tax
AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	es: Dump Fees of \$15.00 per yard may apply to all returned concrete		
Wage, And Buyer Duti Short Load Standing Time After Norm	ns: ADD \$4.00 ON 10/1/18 PRICES EXPIRE ON	4/1/201	9
Duti Short Load Standing Time After Norm	g Buyer must inform supplier if this is an AB219 or Prevailing Wage Job. These jo		
Short Load Standing Time After Norm	's regardless of size, delivery charge. Standing time for these projects is charged at 5		
Standing Time	es: this project without notification of AB219 status will result in a charge of a \$2000		
Standing Time	also include a safe ingress and regress to the project site and a proper washout sta- ls: Any load delivered less than a full load will have a charge based on our current pr		
After Norm	considered to be nine yards. One short load will be allowed without charge daily		
After Norm			
	be charged at a rate of \$2.50 per minute.		
Delivery Hou	al Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM 3		
	rs: additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or b AM Monday will be charged an additional \$1250.00 service charge which include \$650 each.		
Delive	y: All deliveries are subject to availability of materials, trucking and labor. There is delivery. Seller is not responsible for any costs that might be incurred by Buyer d number. Prices subject to change due to drastic cost changes or components of co	ue to delays. Please	
Temperatu	re: Pripes above are for concrete delivered at the ambient temperature, heating or chil		l itemized char
	cs: This job quotation is NOT BID as per plans and specs. The mixes quoted are not purpose, application or with regards to any particular type of soils environment. Of therefore seller cannot be responsible for variations in color, surface discoloration finished product caused by finishing techniques or job site conditions. Buyer's sele otherwise acknowledged in writing by Seller, is without the advice, consultation, of Seller, and Buyer assumes all risks related to the selection of the quoted mix for a super selection.	warranted for any p oncrete is a natural , popouts or variati- ction of the quoted ecommendation or	product ons in the mix, unless suggestion of
Service Char	get Buyer agrees to pay a service charge of 1 1/2, percent per month on any and all in or before the last day of the month following the date of delivery.		ot paid in full o
Acceptan	Additional charges may apply for orders cancelled or orders placed and then put of reference to be effective. Seller must receive Buyer's written acceptance at Se than 60 (sixty) days after the quote date, otherwise the quotation expires. NOTE: the time provided for under California UCC Section 2205(b). Orders placed on the	eller's address listed This offer is beld op	pen for less that
Buyer Acceptance			
	orders placed on this project constitute agreement Sales Agent D.		

OXNARD SCHOOL DISTRICT EMILIE RITCHEN ELEMENTARY SCHOOL KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION 2200 CABRILLO WAY, OXNARD CA 93030

	NOT	ES					ABBR
 ALL WORK SHALL CONFORM TO TITLE 24 CAL CHANGES TO THE APPROVED DRAWINGS AND ADDENDA OR CONSTRUCTION CHANGE DOCUM DIVISION OF THE STATE ARCHITECT, AS REQU TITLE 24, CCR. 	SPECIFICAT MENT (CCD)	IONS SHA	LL BE MADE ED BY THE	BY	A/C AC AD ADMIN AL AB APX ARCH ASPH AUTO	air conditi asphalt co area drain administra aluminum anchor bo approxima architectur asphalt automatic	oncrete tion It te re, (architectural)
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 GRADING PLANS, DRAINAGE IMPROVEMENTS, F AND ENVIRONMENTAL HEALTH CONSIDERATION ORDINANCES. DSA CLASS 3 PROJECT INSPEC DRINKING FOUNTAINS SHALL COMPLY WITH A REQUIREMENTS, 2016 CPC AND 2016 CBC. PRIOR TO BIDDING THE CONTRACTOR SHALL AND PROPOSED CONSTRUCTION, PIPING, CON ETC. ANY DISCREPANCIES SHALL BE BROUGH AND ARCHITECT PRIOR TO COMMENCEMENT OF SUBMITTING BID. ANY DISCREPANCIES DISCO THE ABOVE INVESTIGATIONS SHALL VISIT ELEVATIONS, DIMENSIONS, AND CONDITIONS OF SUBMITTING BID. ANY DISCREPANCIES DISCO THE ABOVE INVESTIGATIONS SHALL BE REPO THE CONTRACTOR BY MEANS OF OFFERING A THE ABOVE STATED REQUIREMENTS HAVE BE THE CONTRACTOR SHALL ENSURE THAT ALL LOCKABLE. SECURITY OF CONSTRUCTION SI THE CONTRACTOR. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY CONDITIONS THAT ARE IN CONFLICT WITH GR OBTAIN CLARIFICATION BEFORE PROCEEDING THE CONTRACTOR SHALL TAKE THE NECESS THE AIR QUALITY AND DUST CONTROL FOR CONTRACT PERIOD. AND SHALL COMPLY WITH FOR DUST AND EROSION CONTROL, INCLUDIN CONTROL DUST DURING NON-WORK HOURS THERE ARE NO TRENCHES OR EXCAVATIONS WHICH A PERSON IS REQUIRED TO DESCENE OR MORE IN DEPTH ARE REQUIRED, OBTAIN FROM THE STATE OF CALIFORNIA DIVISION O OF A BUILDING OR GRADING PERMIT. CONTRACTOR SHALL OBTAIN AND PAY FOR A APPROVALS FOR ALL WORK THAT OCCURS IN EASEMENT. THE COST OF PERMITS SHALL BE TO CONTRACTOR SHALL OBTAIN AND PAY FOR A APPROVALS FOR ALL WORK THAT OCCURS IN EASEMENT. THE COST OF PERMITS SHALL BE TO CONTRACTOR SHALL OBTAIN AND PAY FOR A APPROVALS FOR ALL WORK THAT OCCURS IN EASEMENT. THE COST OF PERMITS SHALL BE TO CONTRACTOR SHALL FURNISH AND INSI AREA, CONSTRUCTION PERSONNEL ONLY" AT CONSTRUCTION PHASE. 	IS SHALL C CTOR REQUI LL LOCAL H VERIFY THE NDUITS, CLE T TO THE OF WORK. IT TO THE SITE OF THE INS VERED BY T RTED IMMED A BID SHAL EN MET. CONSTRUCT TE IS SOLE (THE ARCH ADING OR WITH THE N ARY PRECA THE ENTIRE H ALL LOCA NG ALL MEA / DAYS. 5'-0" OR D. IF TRENC AND PAY F F INDUSTRIA ALL NECESS N ANY PUBI E DIRECTLY BRACING, SH RESPONSIBIL RCHITECT O FALL SIGNS	COMPLY WI RED FOR IEALTH DE LOCATION AND VERI TALLATION AND VERI TALLATION HE CONTE DIATELY TO L THEREB ION ENTR/ LY THE RI HITECT OF NEW CONS WORK. UTIONS IN DURATION L AND ST ASURES NI MORE IN CHES OR I ASURES NI MORE IN CHES OR I FOR NECE AL SAFETY SARY PERI LIC RIGHT REIMBURS HORING, L ITY OF TH READING:	ITH ALL LOCAL THIS PROJECT EPARTMENT N OF ALL EXIS PULL-BOXES I OF THE DIST IFY ALL GRADE PRIOR TO RACTOR DURIN O THE ARCHITE BY CERTIFY THA ANCES ARE ESPONSIBILITY ANY EXISTING STRUCTION, AN I CONTROLLING N OF THE ATE REGULATIONES STRUCTION, AN I CONTROLLING N OF THE ATE REGULATIONES STRUCTION, AN I CONTROLLING N OF THE ATE REGULATIONES SARY PERMIT CONTROLLING N OF THE ATE REGULATIONES SARY PERMIT CONSTRUCTION SED AT 1:1 RA	STING STING STRICT ES, IG ECT. AT OF OF ONS ONS SSUE O/OR ATE OR, ON	C CAB CLN'G CKBD Q CLR CLRM CO CONC CONST CONT CRC CT CUST D D/(Ø) DEMO DTL DIF DIM DS DWG DF E EA EF EW ELEC EL EV EQV EQ EXIST/(E) EXT FOC FOM FOS FIN FA FE FHMS FLR FD FLUR FTG FUR FV GA GALV GLB GYP H HDWR HVAC HC HM HP HORIZ INCL INFOR	cold rolled ceramic ti custodian door diameter demolish, detail diffuser dimension down spou drawing drinking fo east each each face each face each face each way electric(al) elevator equivalent equal existing exterior face of of face of of face of of face of s finish(ed) fire alarn fire extin flathead floor (ing) floor drai fluorescer fiberglass footing furred field verif gage, (g galvanize glue lam gypsum height hardware heating/air condi hollow co hollow m horsepow	concrete masonry studs n guisher machine screw wood screw in nt s resistant panel fy auge) ed beam
15. A DSA APPROVED TESTING LABORATORY DIRE (OWNER) SHALL CONDUCT ALL THE REQUIRE PROJECT.				ΗE	INSUL INT KCPL LAB LAB LAM LAV HB	insulat(e), (interior Keene's cer length laboratory lag bolt laminate lavatory hose bibb	(ion) ment plaster
		ΒL	JILDIN	G C O	DE AI	NALY	SIS - CB
	OCC.	CONST.	AUTO.	BASIC A	LLOWABLE ARE	A	EXTERIC
BUILDING NAME	GROUP	TYPE		A _t (SF)	STORI		EARING WALLS
			SPRINKLER				TABLE 601

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REVIATIONS APPLICABLE CODES **GENERAL SCOPE OF WORK** SHEET INDEX PART 1 2016 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, TITLE 24, mineral core A0.01 TITLE SHEET PROJECT CONSISTS OF: manhole C.C.R. MAT'L material(s) 1. NEW 40' X 72' MODULAR CLASSROOM BUILDING PLACEMENT AND INSTALLATION OF PART 2 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 C.C.R. MAX maximum **ARCHITECTURAL** MECH mechanic(al) BUILDINGS BY SILVER CREEK (PC # 04-114027). CLASSROOM BUILDING CONSISTING OF (2015 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE MED medium TWO KINDERGARTEN CLASSROOMS, ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPAN A0.02 ABBREVIATIONS, SYMBOL LIST mosaic tile COUNCIL, WITH CALIFORNIA AMENDMENTS) STUDENT TOILET ROOMS. AND LEGENDS MTL metal PART 3 2016 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24 C.C.R. minimum MIN 2. ALL SITE DEMOLITION WORK AS SHOW ON DRAWING AND AS REQUIRED FOR INSTALLATION A1.00 OVERALL SITE PLAN MISC miscellaneous (2014 NATIONAL ELECTRICAL CODE OF THE NATIONAL FIRE PROTECTION OF NEW CLASSROOM BUILDINGS, INCLUDING REMOVING OF TREES, AND LANDSCAPES AND A1.01FA SITE PLAN FIRE ACCESS MKBD marker board RE-CONNECTION AND RE-ROUTING OF IRRIGATION LINES IN AND AROUND BUILDING AREA ASSOCIATION (NFPA) A1.02 PARTIAL DEMOLITION SITE P PART 4 2016 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24 C.C.R. A1.03 PARTIAL RECONSTRUCTION north 3. OVER EXCAVATION AND RECOMPACTION AS PER SOILS REPORT AND SOIL ENGINEER, 82' new 50' X 6'-0" DEPTH OR 4'-0" BELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND A1.04 SITE FENCE, GATE & PAVING (2015 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION ŇÓМ nominal RECOMPACTION TO 95% COMPACTION IN ACCORDANCE TO ASTM D1157 MAX. DRY DENSITY SIGNAGE DETAILS A1.05 OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO) NIC not in contract OVER EXCAVATION SHALL BE EXTENDED LATERALLY TO A DISTANCE OF AT LEAST 5 FEET FLOOR PLAN A2.01 NTS not to scale PART 5 2016 CALIFORNIA PLUMBING CODE (CPC), TITLE 24 C.C.R. LATERALLY BEYOND THE OUTSIDE EDGE OF THE FOUNDATION FOOTPRINT. PROVIDE A3.01 EXTERIOR AND INTERIOR ELE GEO-GRID REINF. PER SOILS REPORT RECOMMENDATION. (2015 UNIFORM PLUMBING CODE OF THE INERNATIONAL ASSOCIATION OF & DETAILS on center PLUMBING AND MECHANICAL OFFICIALS, IAMPO) 4. INSTALLATION OF ALL THE UTILITIES TO NEW BUILDING AND FINAL CONNECTION TO MODULAR overflow scupper OS OPN'G OVHD BUILDING PART 6 2016 CALIFORNIA ENERGY CODE, TITLE 24 C.C.R. opening A. ELECTRICAL overhead <u>PLUMBING</u> PART 7 VACANT B. WATER 01 occupant load C. SEWER PART 8 2016 CALIFORNIAL HISTORICAL BUILDING CODE, TITLE 24 C.C.R. PLUMBING FRONT SHEET P.1 D. LOW VOLTAGE PART 9 2016 CALIFORNIA FIRE CODE, TITLE 24 C.C.R. P.2 PLUMBING SITE PLAN E. FIRE WATER (2015 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE F. FINAL CHLORINATION OF PLUMBING SYSTEM paint PH panic hardware **ELECTRICAL** COUNCIL) PBD particle board PED PART 10 2016 CALIFORNIA EXISTING BUILDING CODE, TITLE 24 C.C.R. pedestal ELECTRICAL FRONT SHEET E1.0 plastic laminate 6. CONCRETE FOUNDATION, RAT SLAB, AND VENTING FOR MODULAR BUILDING AS PER (2015 INTERNATIONAL EXISTING BUILDING CODE OF THE plate F-1.1 ELECTRICAL SINGLE LINE DIA MANUFACTURING FOUNDATION DRAWINGS, INCLUDING METAL GRATES. PLYWD INTERNATIONAL CODE COUNCIL, WITH AMENDMENTS) plywood ELECTRICAL SITE PLAN 7. INTERIOR AND EXTERIOR BUILDING SIGNAGE. E-2.0 PNL panel PART 11 2016 CALIFORNIA GREEN BUILDING STANDARDS, (CALGREEN CODE) E-2.1 ELECTRICAL FLOOR PLAN PVC polyvinyl chloride TITLE 24 E-3.0 ELECTRICAL DIAGRAMS 8. INSTALLATION OF BUILDING EVAC. & FIRE ALARM SYSTEM AND CONNECTION TO EXISTING radius PART 12 2016 CALIFORNIA REFERENCED STANDARDS CODE, TITLE 24 C.C.R. CAMPUS FIRE ALARM SYSTEM. FIRE ALARM RECO reconstruction RFF reference 9. LOW VOLTAGE CONDUIT, WIRING AND OUTLETS IN NEW CLASSROOM BUILDING AND REG PARTIAL LIST OF APPLICABLE STANDARDS register CONNECTION TO EXISTING CAMPUS SYSTEM. FA-1.0 FIRE ALARM FRONT SHEET RELO relocatable FA-1.1 FIRE ALARM RISER DIAGRAM REQ'D required 10. BUILDING GROUND WELL AND GROUNDING RODS AND CONNECTIONS. NFPA 13 AUTOMATIC SPRINKLER SYSTEMS (CA AMENDED) 2016 EDITION CALCULATIONS RA return air roof drain FA-2.1 FIRE ALARM FLOOR PLAN NFPA 14 STANDPIPE SYSTEMS (CA AMENDED) 2013 EDITION 11. SITE INSTALLATION OF TREMCO ROOFING FOR NEW MODULAR CLASSROOM BUILDING. RM room NFPA 17 DRY CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION RN reconstruction note 2013 EDITION RO rough opening NFPA 17A WET CHEMICAL EXTINGUISHING SYSTEMS RR return register NFPA 20 STATIONARY PUMPS 2016 EDITION MANUFACTURER'S DRAV NFPA 24 PRIVATE FIRE MAINS (CA AMENDED) 2016 EDITION south ARCHITECTURAL safety glass NFPA 72 NATIONAL FIRE ALARM CODE (CA AMENDED) 2016 EDITION SCHD schedule A-0 COVER SHEET NOTE: SEE UL STANDARD 1971 FOR "VISUAL DEVICES section A-OA T&IFORMS SSK service sink NFPA 80 FIRE DOOR AND OTHER OPENING PROTECTIVES 2016 EDITION similar 🕅 A-0.0 🛛 BUILDING OPTIONS SCHEDULI NFPA 253 CRITICAL RADIANT FLUX OF FLOOR 2015 EDITION solid core SYMBOLS LEGEND, ABBREVIAT ∖ A−0.1 COVERING SYSTEMS square footage AND ADA SIGNAGE SPEC specification(s NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING 2015 EDITION square A−0.2 SCHEDULES SYSTEM (CALIFORNIA AMENDED) stainless steel │A-0.3 TYPICAL KEY PLANS- 24' TO stain A-0.6D ENERGY CALC'S- ELC FORMS standard REFERENCE CODE SECTION FOR NFPA STANDARDS – 2016 CBC (SFM) CHAPTER steel 120'X40' BUILDING storage 35, SEE CHAPTER 35 FOR STATE OF CALIFORNIA AMENDMENTS TO NFPA SYMBOLS LIST A-0.6E ENERGY CALC'S- LTO/MCH storm drain STANDARDS. STR/STRUCT structural 120'X40' BUILDING SYS svstem 】A−0.6F ENERGY CALC'S− LTI FORMS: 120'X40' BUILDINGS T&B top & bottom A-0.7 DESIGN ENERGY VALUES BY _____ DETAIL NUMBER T&G TKBD tongue & groove > DETAIL CALGREEN SPECIFICATIONS SHEET DETAIL SHOWN & REFERENCE tackboard TEL telephone ∖A−1.03 FLOOR PLAN− 48' TO 120' television 🕽 A—2.03 REFLECTED CEILING PLAN – THK thickness 120'X40' threshold SHEET THRU TOW through A-2.20 CEILING DETAILS - T-GRID SECTION LINES top of wall コークシュー CEILING DETAILS – HARD LIE TYP typical NA-3.33 ROOF PLAN – PARAPET – SLOPE 48' TO - 120'X40' UON unless otherwise noted A-3.80 ROOF DETAILS- TPO ROOF **PROJECT DATA** $\langle 1 \rangle$ UR DEMOLITION NOTE urinal 🛛 A-4.23 EXTERIOR ELEVATIONS – MO DUAL SLOPE 48' TO 120'X4 $\langle 1 \rangle$ VFRT vertical RECONSTRUCTION NOTE (PARAPET) verify in field VCT vinyl composition tile 🕽 A-5.01 CROSS SÉCTION - MONO SL NUMBER OF STORIES: ONE $\{ \mathbf{A} \}$ vinyl tile DRAWING REVISION NUMBER 0.018", B.U., OR TPR ROOF PARAPET BUILDINGS HEIGHT: 15'-10" WSCT wainscot 1 A-5.05 CROSS SECTION water closet WC NORTH ARROW A-5.51 ARCHITECTURAL DETAILS west OCCUPANCY TYPE: WG wire glass STUD – PLASTER with 🕽 A–5.70 🛛 ARCHITECTURAL DETAILS – W/O without CONSTRUCTION TYPE: V-B WD/W ŊA−5.80 ARCHITECTURAL DETAILS – wood Woodwork MISCELLANEOUS/OPTIONS Institute of SPRINKLERED: NO A-5.81 ARCHITECTURAL DETAILS -California VICINITY MAP MISCELLANEOUS/OPTIONS BUILDING AREA: 2,880 SF. A-6.03 INTERIOR ELEVATIONS - 48' TO 120'X40' CAPACITY: 134 OCCUPANTS STATEMENT OF GENERAL CONFORMANCE FREEWAY 10 APPLICATION NO 03-118730 W GONZALES RD SECTION 4–317 (B). **PROJECT SITE** CABRILLO WAY 3C 2016 SIGNATURE OF R WALLS BUILDING AREA (S.F.) PLANS & SPECIFICATIONS ONEIDA PL NON-BEARING STORIES / HEIGHT TOTAL ALLOWED WALLS TABLE 602 ACTUAL AREA NATALIE PL 9,500 2,880 1 / < 40' DORIS AVF BY ME. THE ITEMS DESIGNATED WITH A PROVIDENT PC# 04-114027 HAVE BEEN COORDINATED WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE MECHANICAL ENGINEER ELECTRICAL ENGINEER OWNER BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.) BUDLONG & ASSOCIATES, INC. BUDLONG & ASSOCIATES, INC. OXNARD SCHOOL DISTRICT

315 Arden Ave. Suite 23

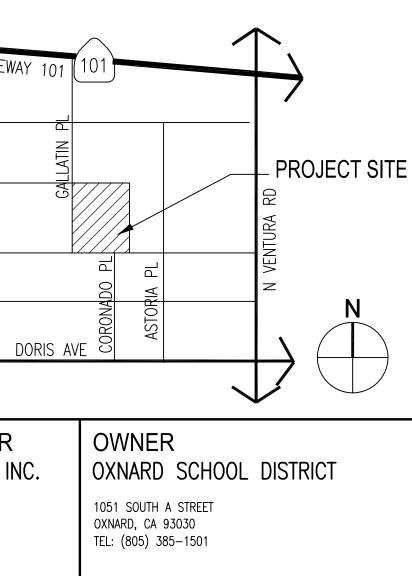
Email: victor@budlong.com

Glendale, CA 91203

TEL: (818) 638-8780

Contact: Victor Jons

315 Arden Ave. Suite 23 Glendale, CA 91203 TEL: (818) 638-8780 Email: victor@budlong.com Contact: Victor Jons



	FOUN	IDATION
ST, NOTES	SEISM	IC Ss UP TO 2.80G
	F-2.11	CONCRETE FOUNDATION PLAN – BELOW GRADE – CONCRETE FLOOR
PI AN	F-2.50	CONCRETE FOUNDATION DETAILS - BELOW
SITE PLAN	F-2.51	GRADE FOUNDATION DETAILS – CONCRETE
IG DETAILS		
EVATIONS,	STRL	CTURAL "HIGH SEISMIC"
	SEISM	IIC Ss UP TO 2.80G
	S-0.1 S-1.11	STRUCTURAL SPECIFICATIONS FLOOR FRAMING PLAN – CONCRETE
	S-1.60	FLOOR
		FLOOR
	S-2.03	SLOPE
AGRAM	S-2.50 S-2.60	ROOF FRAMING DETAILS – MONO SLOPE ROOF FRAMING DETAILS
	S-2.70 S-2.90	ROOF FRAMING DETAILS – PARAPET ROOF FRAMING DETAILS – TRUSS
	S-3.01 S-5.00	BUILDING SECTION - MONO SLOPE ROOF
		STUDS
1 &		WALL FRAMING DETAILS – WOOD STUDS WALL FRAMING DETAILS – WOOD STUDS
I UL		IBING
	N	PLUMBING DETAILS AND SCHEDULE
WINGS		
WINGS	MECH	HANICAL
	M-0.1	MECHANICAL NOTES, SCHEDULES AND DETAILS
LE	M-4.01	MECHANICAL PLAN – ROOF MOUNT – 48' TO 120'X40'
ATION,	M-4.02	MECHANICAL ROOF PLAN – ROOF MOUNT
TO 120'X40'		– 48' TO 120'X40'
NS-	ELEC	TRICAL
FORMS-	E-1.03	ELECTRICAL PLAN – 48' TO 120'X40'
S-	SITE	SPECIFIC SHEETS
ZONE &	A-ON	COVER SHEET
'X40'		SCHEDULES FLOOR PLAN – 48' TO 120'X40'
- 48' TO	A-2.03N	
	A-4.23N	EXTERIOR ELEVATIONS - MONO DUAL
ID MONO		SLOPE – 48' TO 120'X40' INTERIOR ELEVATIONS
	N	PLUMBING ISOMETRICS MECHANICAL PLAN – ROOF MOUNT – 48'
ONO OR 40'		TO 120'X40' MECHANICAL ROOF PLAN – ROOF MOUNT
		– 48' TO 120'X40' ELECTRICAL PLAN – 48' TO 120'X40'
SLOPE – DECK OR		LLUTNUAL FLAN - 40 IU IZU X4U
WOOD		
FLOOR		
5' TO		

FILE NO 56-22 THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF ANY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTION 17302 AND 81138 OF THE EDUCATION CODE AND SECTION 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1,

THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS DESIGNATED WITH A PC# 04-114027 HAVE BEEN PREPARED BY OTHER DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED

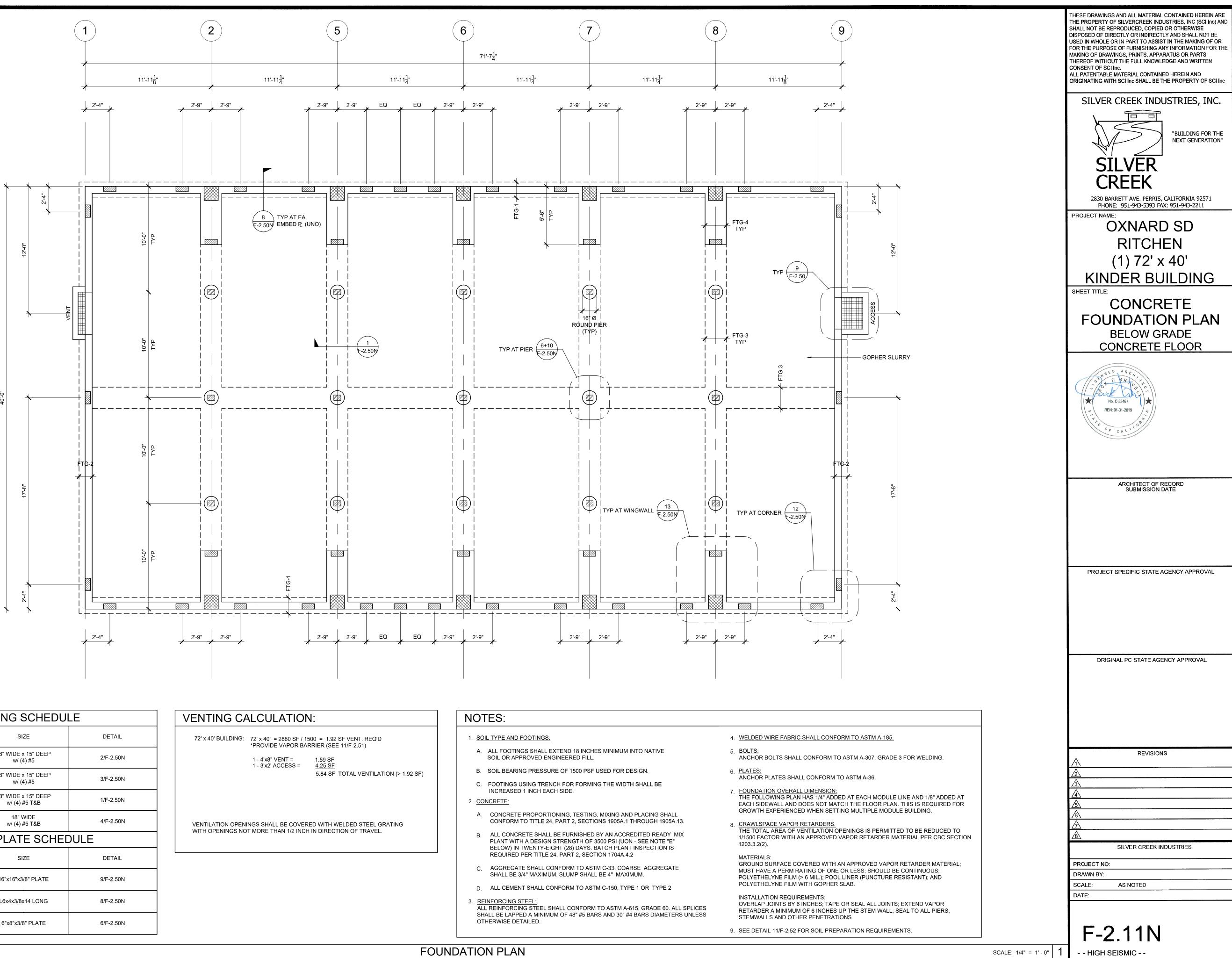
INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE (OR FOR WHICH I HAVE

Michael P. Stahlheber, AIA

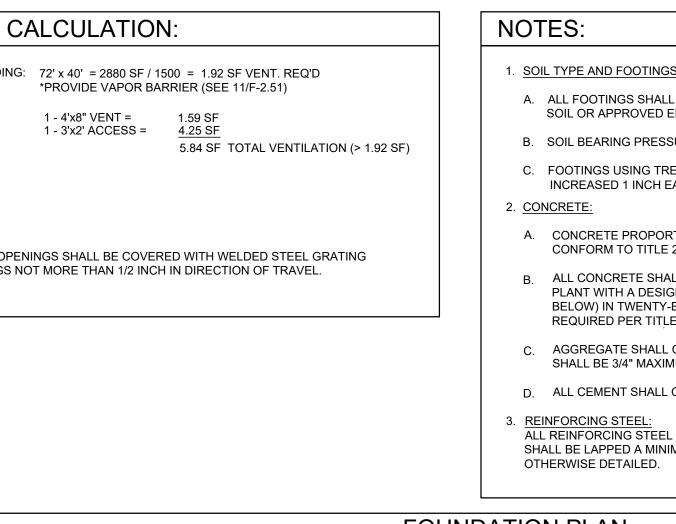
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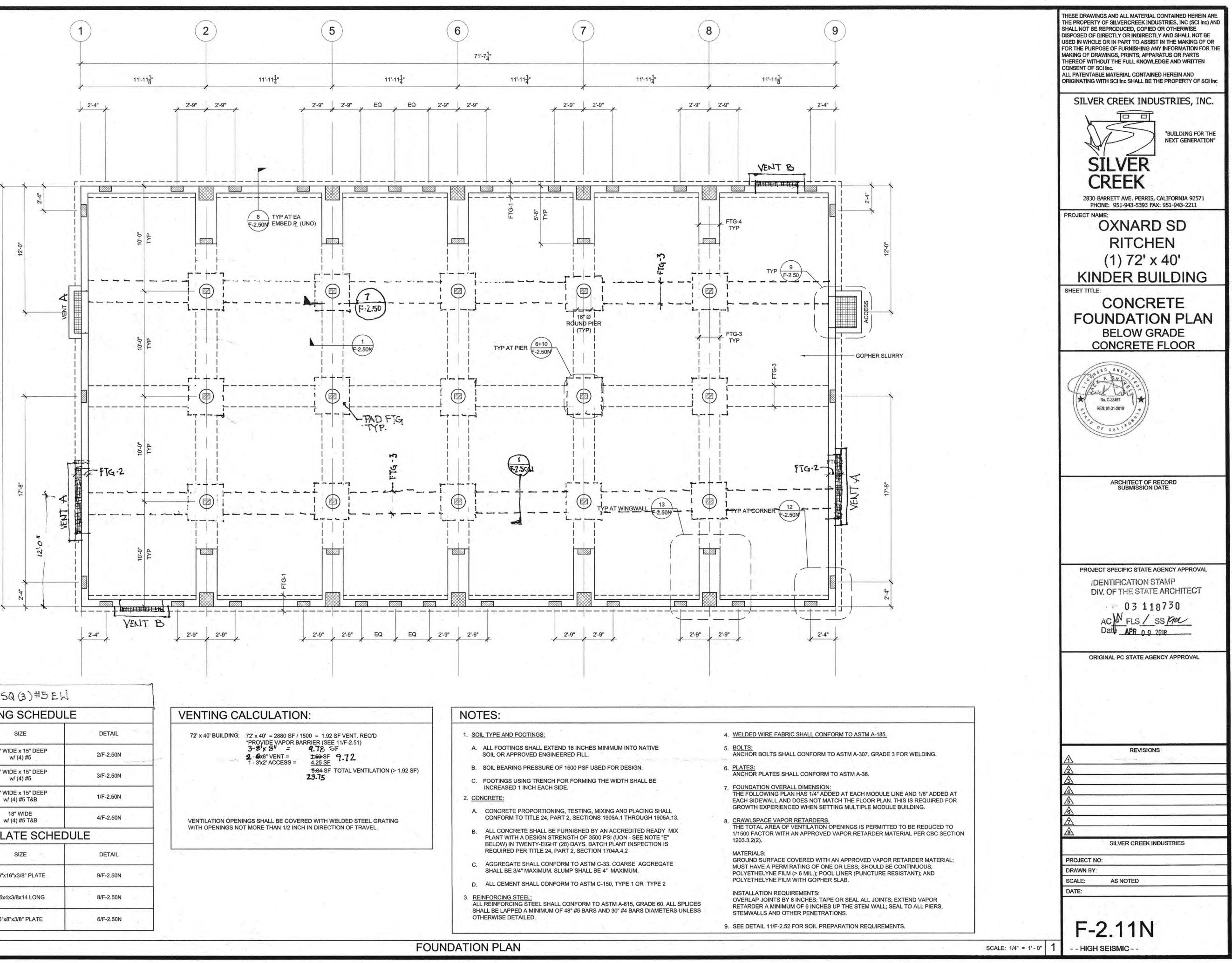
Date April 30, 2019 Expiration Date

	NG & MOODY planning interiors
815 Color Los An 323.543.830 E-Mail: fm-pasad ANTELOPE 1035 West Lancaste 661.949.077 E-Mail: fm-lancas	ARTERS OFFICE: rado Blvd, Suite 200 geles, CA 90041 00 FAX 323.543.8198 ena@flewelling-moody.com E VALLEY OFFICE: Lancaster Boulevard er, California 93534 '1 FAX 661.949.2843 ster@flewelling-moody.com
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IDENTIFI	
Drawn by _	
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Revisions No. Date	Description —
accepts full responsibility for These plans & the specificati prepared for a specific site. in whole or in part on any of Flewelling & Moody.	ked at the job by the contractor who their accuracy under the contract. ions in connection therewith have been Any and all responsibility for their use other site is hereby disclaimed by RD UNIFIED
SCHOO RITCHEN ELEI KINDERG CLASSROOM E 2200 C	DL DISTRICT MENTARY SCHOOL GARTEN FLEX BUILDING ADDITION ABRILLO WAY, ALIFORNIA 93030
TITL	E SHEET
Job No. 2781.300 Date 	A0.01



VENTING	E	OTING SCHEDU	FC	
72' x 40' BUILDI	DETAIL	SIZE	TYPE	
	2/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(ENDWALL)	FTG-1
	3/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(SIDEWALL)	FTG-2
	1/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5 T&B	(GRADE BEAM)	FTG-3
VENTILATION C	4/F-2.50N	18" WIDE w/ (4) #5 T&B	(WINGWALL)	FTG-4
WITH OPENING	DULE	ED PLATE SCHED	EMB	
	DETAIL	SIZE	TYPE	
	9/F-2.50N	16"x16"x3/8" PLATE		
	8/F-2.50N	L6x4x3/8x14 LONG		
	6/F-2.50N	6"x8"x3/8" PLATE	12	





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FO	OTING SCHE
TYPE	SIZE
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B
EMBE	D PLATE SC
TYPE	SIZE
	16"x16"x3/8" PLATE
	L6x4x3/8x14 LONG
	6"x8"x3/8" PLATE

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (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 1H 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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Ritchen Elementary School New Addition

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. <u>Construction</u>. 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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

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- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Preconstruction Services.</u> 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. <u>Project</u>. 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. <u>Project Manual</u>. 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. <u>Site</u>. 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. <u>Site Lease</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

- J. <u>Specifications</u>. 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. <u>Subcontractor</u>. 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. <u>Sublease</u>. 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. <u>Sublease Payments.</u> 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. <u>Tenant Improvement Payments.</u> 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 Trustees, Contractor shall not be paid for such claimed additional

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No</u> <u>Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five</u> <u>Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (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 was 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

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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.

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 to 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 seg., 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 guotes 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 guotes 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.).

- 7 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 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

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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.
- Contractor shall record the progress of the Project and shall submit monthly writtenprogress 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");

- 9 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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, make 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 but are in a location. 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.

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 <u>Patrick Waid</u> as Project Manager/Superintendent for the Project. So long as <u>Patrick Waid</u> 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.

- 11 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 open 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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

- 13 -

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

OXNARD SCHOOL DISTRICT

November 1, 2017

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

- 14 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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

THE DISTRICT

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

110 /Lc Q. tran By: Michael T. Viola By: Lisa A. Franz

Title: CEO

Date: 11/8/2017

Title: Director, Purchasing

Date: 11-28-17-

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

EXHIBIT B

Oxnard School District – Ritchen ES New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. 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.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

2. Professional Constructability Review

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 22 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

3. Value Engineering Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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 specifications 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.

- 23 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

- 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.

Viola Inc.:

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT, a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

- 25 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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C B	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.								
t	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).								
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Oxnard School District THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERE ACCORDANCE WITH THE POLICY PROVISIONS.						IVERED IN			
	1055 South C Street Oxnard, CA 93030								
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

a. Sat. . . .

Named Insured Viola, Inc., M&T Concrete, Inc.						
Policy Symbol GLW	Policy Number G22012782012	Роlicy Period 04/01/2017 то 04/01/2018	Effective Date of Endorsement 04/01/2017			
Insured By (Name of Insurance Company) Westchester Fire Insurance Company						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
- 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- **b.** The territories and possessions of the United States of America;
- c. Puerto Rico;

d. Canada; and

- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/6/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal X Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Re	ading 2 nd Reading

Ratification of Work Authorization Letter #7S to Earth Systems Southern California, for Geotechnical Observation & Testing Services for the Harrington Early Child Development Center Project (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Engineering, Material Testing and Special Inspections Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #7S to Earth Systems Southern California, to provide Geotechnical Observation & Testing Services for the Harrington Early Child Development Center Project. This is a one-time supplemental Work Authorization Letter. It is estimated that fees to complete all grading and compaction-related services will increase the original Work Authorization Letter of \$9,400 by \$3,000.

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

Master Agreement: **#13-122** Work Authorization Letter: **#7S** Consultant: **EARTH SYSTEMS SOUTHERN CALIFORNIA** Date Issued: **06/06/2018**

The attached Work Authorization Letter describes the scope of services requested from Earth Systems Southern California, and calls for the performance of Geotechnical Observation & Testing Services to ensure that the construction work is in accordance with DSA.

FISCAL IMPACT

The Geotechnical Observation & Testing Services will be completed for a fee of: <u>Three</u> <u>Thousand Dollars and Zero Cents (\$3,000.00)</u> to be funded from the Master Construct and Implementation Program

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #7S for Master Agreement #13-122 with Earth Systems Southern California.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #7S, Earth Systems Southern California (1 Page)
- Earth Systems Southern California Proposal, April 27, 2018 (2 Pages)
- Master Agreement #13-122, Earth Systems Southern California (41 Pages)

GENERAL INFORMATION PROJECT #: STE NAME: Harrington Elementary School DATE: DSA # 02-116673 OPSC # 72538-90 WAL IS: TS NAME: Harrington Elementary School DSA # 02-116673 OPSC # 72538-90 VENDOR ID: PURSUANT TO MASTER AGREEMENT #: 13-122 DSA # 02-116673 OPSC # 72538-90 VENDOR ID: PURSUANT TO MASTER AGREEMENT ENTWERN: Earth Systems Southern California 1051 South A Street Street: 1371-A Walter Street 0053 385-1501 Phone: Ventura, CA 93003 (805) 385-1501 Phone: (805)642-6727 SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL Earth Systems in conjunction with the Project Inspector has determined that additional testing will be required including grading and compaction testing. Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requised by the inspector of Record. Geotechnical observation and compaction testing. Earth Systems will be performing the following services and consultation. (ATTACH ADDITIONAL PAGES AS NECESSARY) SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL START DATE: Approximately April 27, 2018 COMPLETION DATE: Approximately June 30, 2018 FILED FEE AMOUNT: Three Thousand Dollars and Zero Cents (53,000.00) <td< th=""><th>SE INSPIRE + EAR</th><th></th><th>W</th><th>ORK AUTHOR</th><th>RIZATION LET</th><th>TER</th><th></th></td<>	SE INSPIRE + EAR		W	ORK AUTHOR	RIZATION LET	TER	
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DISTRICT CONSULTANT OXNARD SCHOOL DISTRICT Firm Name: Earth Systems Southern California 1051 South A Street Street: 1371-A Walter Street Ownard, CA 93030 (kty, State, Zip: Ventura, CA 93003 (805) 385-1501 Bonne: 1871-A Walter Street SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL Earth Systems in conjunction with the Project Inspector has determined that additional testing will be required including grading and compaction testing. Earth Systems will be performing the following services when required by Division of the State Architect Inspection phase, project management, engineering review and consultation. (ATTACH ADDITIONAL PAGES AS NECESSARY) SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL START DATE: Approximately April 27, 2018 FIXED FEE AMOUNT: Three Thousand Dollars and Zero Cents (\$3,000.00) This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultant's proposal dated 4/27/18 and subsequent negotiations of the Master Agreement. This WAL describes in detail the Consultant's proposal and and or not incorporated to ony extent as part of this WAL and associated Master Agreement. Streement.	TRD SCHOOL DISC	WAL #: 7S				D:	
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1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | www.earthsystems.com

April 27, 2018

Project No.: 300686-002 Reference No.: VT-24867-09

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

Project:	Harrington Early Childhood Development Center
	2501 Gisler Avenue
	Oxnard, California
Subject:	Change Order Request
References:	Proposal to Provide Geotechnical Observation and Testing during Construction,
	April 24, 2017, Proposal No. VP-17-110A.

Earth Systems provided the referenced proposal to provide geotechnical observation and testing services during the construction phase of the Harrington Early Childhood Development Center in Oxnard, California. The estimated fees presented in that proposal were made without the benefit of a detailed construction schedule.

Project tracking of fees charged in January and February 2018, and discussions with the Project Inspector, indicate that future required services will result in fees that will exceed the original estimate. Earth Systems presents this Change Order Request to cover fees for those future services.

Revised Estimate

Billings for January and a portion of February 2018 have recently been issued, and the addition of those fees bring the total charged up to within \$150 of the revised estimate provided in the original estimate. Most of the geotechnical aspects of the project have been completed, but the playground subgrade, aggregate base materials, and asphalt paving have yet to be completed.

The original estimate included in the referenced proposal for geotechnical observation and testing services was \$9,400.

Earth Systems will continue to work with the Project Inspector to minimize the number of trips required to perform additional testing, and the following estimate has been generated based on conversations with the Project Inspector's anticipated need for compaction testing moving forward. It is estimated that fees to complete all grading and compaction-related services will increase by approximately \$3,000. This is a "good faith" estimate, and should not be considered

"not-to-exceed". However, an additional change order request will be issued if it appears that this revised estimate will be exceeded.

Original Budget:	\$9,400.00
Change Order Request Budget Addition:	\$3,000.00
Total Revised Estimate	\$12,400.00

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

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

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted

Broles

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

Anthony P. Mazzei Geotechnical Engineer No. 2823

Client Signature and Title

Client Name (in print)

Date

Copies:

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

EARTH SYSTEMS

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

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

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.

b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.

c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.

d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.

e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 11. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 12. Termination. This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or

c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

- 13. Similar or Identical Services. In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
- 14. **Inspection and Final Acceptance**. District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
- 15. Default. Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.

a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.

- 16. Ownership of Documents. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
- 17. Use of Documents by District. If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
- 18. Consultant's Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

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

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

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

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

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

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

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

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

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

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

PVB(Initials)

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

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

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

PVB (Initials)

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

- 29. District Administrator. Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed <u>Exhibit D</u> "Conflict of Interest Check" attached hereto.
- 30. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

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

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

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

PVB (Initials)

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

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

With electronic copy to:	Caldwell Flores Winters, Inc. Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville, California 94608 Attention: Yuri Calderon T: 510-596-8170 Email: ycalderon@cfwinc.com
To Consultant:	Earth Systems 1731-A Walter Street Ventura, CA 93003 Attention: Paul Mooney T: (805) 642-6727 Email: pmooney@earthsys.com

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

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

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

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

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

OXNARD SCHOOL DISTRICT:

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

1-20-13

Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

H. V. Brales Signature

Patrick V. Boales, President

Typed Name/Title

November 1, 2013

Tax Identification Number: 95-4709565

EXHIBIT A TO AGREEMENT FOR CONSULTANT SERVICES #13-122

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

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

□ Not Project Related

☑ Project #13-122

INSPIRE + EA.	wo	RK AUTH	ORIZATION LETTER (WA	
	PROJECT #:		DATE:	
Contraction Construction	SITE NAME:		DSA #:	······································
2 AMARTIC	MASTER AGREEMENT #:		OPSC #:	
TRO SCHOOL DIST	WAL #:		VENDOR ID:	
	PURSUANT TO	MASTER AG	REEMENT BETWEEN:	·······
	DISTRICT		CONSULTANT	
OXI	ARD SCHOOL DISTRICT	Firm	n Name:	
	1051 South A. St.	Str	eet:	
	Oxnard , CA 93030	City	, State, Zip:	
	(805) 385-1501	Pho	one:	
	SCOPE OF SERVICES	TO BE PER	ORMED UNDER THIS WAL	
	(ATTA	ACH ADD'L PAGES	AS NECESSARY)	
	SCHEDULE OF SERVIC	ES TO BE PE	RFORMED UNDER THIS WAL	
START DATE:		со	MPLETION DATE:	
	FIXED FEE AMOUNT	` <u> </u>		
This fee amount is based	upon Consultant's proposal dated		and subsequent negotiations mutually a	areed to by all parties
inio jeo dino din o based		,	and subsequent negetiations mataling a	greed to by an parties.
This WAL and associated and such terms, condition	Master Agreement hereby supersec is, and other provisions are null and	le any and all i void and are i	required Services, and terms of this WA erms, conditions, and other provisions o not incorporated to any extent as part of . and/or the associated Master Agreeme	f the Consultant's proposal, this WAL and associated
IN WITNESS THEREOF, TH	IE PARTIES HAVE AGREED TO AND	EXECUTED TH	IS WAL AS SET FORTH BELOW:	
	DISTRICT		CONSULTANT	
οχι	VARD SCHOOL DISTRICT	со	NSULTANT:	
(SIGNATUF	RE)	(DATE)	(SIGNATURE)	(DATE)
	FO	R DISTRICT		
PROJECT MANAGER:		PR	PARED BY:	
PO #:		PO	AMOUNT:	
SOURCE OF FUNDS:	□ MEASURE "R" □ DEF. MAINT.	. 🗅 DEV. FEES	D OTHER:	
COST ID:				
	VAL SIGNATURE)		(DATE)	
SPECIAL INSTRUCTIONS:				

EXHIBIT B TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

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

Professional Personnel (hourly)

Staff Engineer/Geologist	\$110.00
Senior Engineer/Geologist	.\$150.00
Laboratory Technician	\$75.00

Technical Personnel (hourly) for Non-Prevailing Wage Services

Technician (Off-Site or for Sample Pickup)	.\$72.00
Batch Plant Inspector (Off-Site)	.\$72.00
Special Inspector for Shop Welding or Steel Fat	orication a
the Shop (Off-Site Shops Only)	\$75.00

Mileage Charges

A mileage charge of \$20.00 will be applied to all nonprevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.

Technical Personnel (hourly) for On-Site (Prevailing Wage) Services

Soil Technician or Anchor Pull Tester	\$83.00
Concrete Sampling Technician	\$83.00
Special Inspector	\$85.00

Mileage Charges

A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.

Other

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

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

CONCRETE

Concrete Aggregate

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

Cylinders, Beams, and Cores

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

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

ASPHALT CONCRETE

Miscellaneous Tests

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

AGGREGATE BASE

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

MASONRY

Concrete Block (Per Specimen)

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

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each\$35.0	0
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each\$35.0	0
Compression, 2" Cubes (set of 3 required)\$35.04	0
Special Sample Preparation\$75.00/hou	r

Masonry Prisms

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

Brick/Paving Units (Per Specimen)

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

STEEL

Reinforcing Bar Tests

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

Structural Steel

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

Pipe

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

High Strength Bolts

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

MISCELLANEOUS CHARGES FOR SPECIALTY EQUIPMENT

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

- II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.
- III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

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

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

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

- IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See <u>Exhibit G</u> for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:
 - A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
 - B. Acceptable back-up for billings shall include, but not be limited to:
 - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b. Records for all supplies, materials and equipment properly charged to the Services.
 - c. Records for all travel pre-approved by District and properly charged to the Services.
 - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

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

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

EXHIBIT C TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

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

A. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

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

- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.

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

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

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

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

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

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

A. <u>All Policies</u>. 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. <u>General Liability, Automobile Liability, and Abuse/Molestation Coverages</u>.

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

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

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

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

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

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

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

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

<u>EXHIBIT D</u> TO AGREEMENT FOR CONSULTANT SERVICES #13-122

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [] constitute

[X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code.

Therefore, Consultant, [] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz Director, Purchasing

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

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

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

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

Not Project Related

Ø Project #13-122

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

Name: See Attached List

Title:

AND/OR

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

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

Date: November 1, 2013

Proper Name of Contractor:	Earth Systems Southern California
Signature:	Sent 5 Milance, VP.
By:	Paul E. Mooney, Vice President

Its:



1731-A Walter Street Ventura, CA 93003 (805) 642-6727 Fax (805) 642-1325

November 1, 2013

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

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

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

SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING

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

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

1. Borings:

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

2. Drilling and sampling methods and protection of property:

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

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

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

3. Percolation Testing:

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

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

4. Reports

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

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

5. Construction Phase Services

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. Work plan and schedule for completion of services	NTP + 3 days
B. Confirmation of completion of boring, drilling, sampling & testing	NTP + 15 days
activities	

I	□ Not Project Related
	Project #13-122
C. Draft geotechnical engineering report for District review & commentsD. Final geotechnical engineering report for District approval	NTP + 25 days NTP + 30 days

6. Time

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

7. Accuracy Standards

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

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

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

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

1. Qualifications and Special Inspection Services:

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

2. General Scope of Services:

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

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

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127lC128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM DI 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

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

4. Concrete Mix Design Review:

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

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

5. Reinforcing Steel Placement:

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

5. Concrete Placement:

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

6. Compression Testing:

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

7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. Laboratory Tests. Laboratory tests shall include:
 - i. Masonry Compression Tests
 - Mortar (UBC 21 16)
 - Grout (UBC 21 181ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404) (Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

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

9. Structural Steel:

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

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

10. Reports

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

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

11. **Time**

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

12. Accuracy Standards

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

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

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No.__: [INSERT PROJECT NAME]

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

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

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

Earth Systems Southern California Date

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

Caldwell Flores Winters, Inc.

Date

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

□ Not Project Related

☑ Project #13-122

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW) Program Manager for Oxnard School District 1901 Victoria Ave, Suite 106 Oxnard, CA 93035 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

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e Order #
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VENDOR NAME

PREPARED BY:	
EMAIL:	
PHONE #:	
FAX #:	

SUBCONTRACTOR:

	BASE CONTRACT BILLING FORM								
						COST	TOTAL	I	
					% TO	COMPLETED	PREVIOUS	% THIS	1
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	DATE	TO DATE	BILLINGS	PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
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TOTAL EARNED ON BASE	CONTRACT AND ADDITIONAL AWARDS	#VALUE!
	TOTAL DUE THIS INVOICE	#VALUE!

Not Project Related

Ø Project #13-122

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

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

First Billing.

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

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values?% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave. Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.
- NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

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		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$1,000,000	
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						RIBED POLICIES BE CANCELLED B	EFORE THE EXPIRATION	
		Oxnard School District		DATE THEREO	F, THE ISSUING INSUI		30 DAYS WRITTEN	
		Attn: Lisa Cline, Asst. S	•			ER NAMED TO THE LEFT, BUT FAIL		
		Business & Fiscal Servi	ces		IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
		1051 South A Street Oxnard, CA 93030			REPRESENTATIVE			
L				Julie	ZA Jelson			

© ACORD CORPORATION 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Location(s) Of Covered Operations

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

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

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

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

EXCERPTS FROM CA 00001 (1001) HARTFORD BUSINESS AUTO COVERAGE

Insured: SCG, Inc., dba Earth Systems Policy Number:57UUNUO0049 Policy Effective Dates: 04/01/13 Additional Insured:

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

Additional Insured: SECTION II – LIABILITY COVERAGE

- 1. WHO IS AN INSURED: The following are "insureds"
- c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

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

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

Cross Liability Clause: SECTION V – DEFINITIONS

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

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

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

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/06/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services
	Personnel Legal X Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Rea	ding 2 nd Reading

Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-209 with Viola Incorporated to adjust costs for the Brekke Elementary School New Addition (Penanhoat/Fateh/CFW)

The schedule for the Brekke Kinder-flex project was accelerated to enable the building to be available for use in Fall, 2018. To maintain the schedule, the general contractor needed to get sub-contractor bids before final DSA approval of the drawings. The foundation vents added in Allocation #1 were added by DSA during final plan check, and thus were not in the general contractor's bid.

Change Order No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 Concrete for Added Vent with the following scope of work.

 PCO #002 Concrete for Added Vent – In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use Silver Creek structural drawings and details to determine the extent of concrete, rodent slab, venting and metal grates for the Modular Building. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by Silver Creek on sheet F2.11N.

FISCAL IMPACT

Fourteen Thousand Four Hundred Sixty-Nine Dollars and Forty Cents (\$14,469.40) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation #001 to Construction Services Agreement #17-209 with Viola Incorporated to provide Construction Services related to the Brekke Elementary School New Addition.

ADDITIONAL MATERIAL

Attached:

- Contractor Contingency Allocation #001, Viola Incorporated (2 Pages)
- PCO #002 (9 Pages)
- Construction Services Agreement #17-209 (31 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 6, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: Brekke Elementary School New Addition O.S.D. BID No. N/A O.S.D. Agreement No.17-209 OWNER:

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

ARCHITECT Flewelling and Moody Architects 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041

CONTRACTOR:

Viola Inc. P.O. Box 5624 Oxnard, CA 93031 Attn: Pat Waid

Architects Proj. No.: 2781-100 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-118725

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	\$ 20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 20,000.00
NET CHANGE	\$ 14,469.40
Total Contingency Allocations to Date:	\$ (14,469.40)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001	\$ 5,530.60

ltem	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 #002 – Concrete for Added Vent			\$14,469.40	
2.					
3.					
4.					
5.					
	Totals			\$14,469.40	
			oval No. 001		
<u>APPR</u>	OVAL (REQUIRED):				
	ARCHITECT:			DATE:	
	CONTRACTOR:			DATE:	
RECO	MMENDED FOR APPROVA	<u>AL:</u>			
Assis	tant Superintendent, Busin	ess & Fiscal S	Services:	DATE:	
<u>APPR</u>	OVAL (REQUIRED):				
BOAF	RD APPROVAL			DATE:	
PURC	PURCHASING DIRECTOR: DATE:				



PCO #002

Viola Incorporated PO BOX 5624 Oxnard, California 93031 Phone: (805) 487-3871 Fax: (805) 487-3870 Project: 17-23 - Brekke Elementary School New Addition 1400 Martin Luther King Jr. Drive Oxnard Oxnard, California 93030 Phone: 805-487-3871

Prime Contract Potential Change Order #002: CE #002R & 003 - Added Vent Frame

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TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	002 /	CONTRACT:	1 - Brekke Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM	:	CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/30 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$14,469.40

POTENTIAL CHANGE ORDER TITLE: CE #002R & 003 - Added Vent Frame

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002R - Added Vent Frame

CE #003 - Concrete for Added Vent

In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use SilverCreek structural drawings and details to determine the extent of concrete, rodent slab, venting, and metal grates for Modular Buildings. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by SilverCreek on sheet F2.11N

ATTACHMENTS:

Brekke Plans Sheet A0.01.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.0.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.2.pdf __Brekke DJS CO#1 added vents.pdf __Brekke PCO #2.pdf

#	Cost Code	Description	Туре	Amount
1	05-50-00 - Metal Fabrications	Added Vent Frames	Commitment	\$ 3,920.00
2	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 294.00
3	03-00-00 - Concrete		Commitment	\$ 9,234.00
4	01-01-10 - Bond	Viola Mark Up	Other	\$ 92.34
5	01-01-20 - Insurance	Viola Mark Up	Other	\$ 138.51
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 39.20
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 58.80
8	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 692.55
			Subtotal:	\$14,469.40
			Grand Total:	\$14,469.40



Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles California 90041 **Oxnard Unified School District** 1051 South A Street Oxnard California 93030 Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California 93031

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Viola Incorporated

page 2 of 2

Printed On: 5/16/ 2018 10 :36 AM

DATE

emailed Prot W/ VOLA 4-30

GOLD COAST ERECTORS, INC.

Structural Steel, Certified Welding, Seismic Retrofit, Rigging Contractors License # C-51 698200 (805) 987-6334 Ph/(805) 987-5315 Fax



WORK ORDER #1

Date: 4-2-2018

Contractor: VIOLA CONSTRUCTION

Project KINDERFLEX BREKKE

We authorize GOLD COAST ERECTORS, INC. to proceed with the following EXTRA WORK ORDER:

Job Description: ADDED VENT FRAME PER F-2.11N DETAIL 10/F-2.50 FURNISH FOB JOBSITE GALVANIZED STEEL FRAMES W/ GRATING 2-TYPE A VENT FRAMES 1-TYPE B VENT FRAME 4-TYPE C VENT FRAMES

Hours NA

TOTAL \$ 3,920.00

Customer agrees to all above and agrees to make payment within 30 days of billing and authorizes their agent to sign this agreement.

CONTRACTOR REPRESENTATIVE

DATE: _____

DJS Contracting, Inc.

General Contractor:

PO Box 5624

Viola Constructors

Oxnard, CA 93031

PO Box 941090 • Simi Valley, CA 93094-1090 Phone: (805) 584-2714 • Fax: (805) 584-2023 License # 776402

COST PROPOSAL	
Date	4/30/18
DJS COR #	1

Project 17-23 Brekke Elementary School New Addition 3300 W Via Marina Ave Oxnard, Ca 93030 DJS Job:

 Description:
 Plan change form Sliver Creek bid set of drawings dated 4-10-14 . Sliver Creek Structural plan sheet F-2.11N showe

 1 each 4' x8" vent per detail 9&10 / F-2.50. DSA approved drawings stamped March 30, 2018 plan sheet F-2.11N

 has been revised to include 4 each 4' x8" vents, 1 each 6' x8" vent and 2 each 8' x8" vents. Additional 34 lft. Of vents

Job:

LABOR CHARGES

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE		TOTAL
	Carpenter Journeyman	Layout excavation and grade check for Excavator	1	ST	5.00	5.00	\$ 67.63	\$	338.15
	Carpenter Journeyman	Formwork installation of 34 lft. X 30" tall vent wall per detail 10/F-2.50	3	ST	16.00	48.00	\$ 67.63	\$	3,246.24
	Carpenter Journeyman	Set 1-1/4" grate angle embeds	1	ST	6.00	6.00	\$ 67.63	\$	405.78
	Labor	Install reinforcing steel	1	ST	6.00	6.00	\$ 65.75	\$	394.50
	Cement Finisher	Place and finish concrete	1	ST	4.00	4.00	\$ 66.67	\$	266.68
	Labor	Place concrete	3	ST	2.50	7.50	\$ 65.75	\$	493.13
	Labor	Strip vent wall concrete formwork	2	ST	4.00	8.00	\$ 65.75	\$	526.00
	Cement Finisher	Plug and patch wall tie holes	1	ST	5.00	5.00	\$ 66.67	\$	333.35
TOTAL L	TOTAL LABOR \$						6,003.83		

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	F	RATE	Α	MOUNT
	Equipment	Excavator with operator (Additional excavation for added vents) 10.25 cubic yards	4.00	\$	155.00	\$	620.00
	Materials	Reinforcing steel for vent wall (64 lbs) included detailing, fabercation and delivery	64.00	\$	0.76	\$	48.64
Materials Materials		Vent wall form material 228 sqft (plywood, 2x4, wall ties & hadware)	228.00	\$	3.80	\$	866.40
		Ready mix Concrete (2.35 cubic yards) includes AB 219 Charge, environmental, short load and standby fees	2.35	\$	130.08	\$	305.69
	Equipment	JLS Concrete boom pump (28 meter) Includes operator	1.00	\$	185.00	\$	185.00
TOTAL I	MATERIALS					\$	2,025.73

SUMMARY			
TOTAL LABOR COSTS		\$	6,003.83
MARKUP	15.00%	\$	900.57
TOTAL MATERIAL & EQUIP. COSTS		\$	2,025.73
MARKUP	15.00%	\$	303.86
SUBTOTAL		\$	9,233.99
			\$0.00
CHANGE ORDER TOTAL	\$	9,	234.00



DJS Contracting, Inc. Attn: Don Phone: (805) 732-2901 Email: djs@djscontracting.com

Date: January 8, 2018 Project: All Projects

These are the individual machine rates. Labor rates are listed below & must be added to quoted amounts.

Trailer Pumps up to 200' System: \$45.00 per hour Plus \$2.25 per yard

17 Meter (54') Boom: \$44.00 per hour plus \$2.25 per yard

28 Meter (90') Boom: \$55.00 per hour plus \$2.25 per yard

31 Meter (100°) Boom: \$60.00 per hour plus \$2.25 per yard

36 Meter (118') Boom: \$70.00 per hour plus \$2.25 per yard 39 Meter (127') Boom: \$ 80.00 per hour plus \$2.35 per yard

47 Meter (154') Boom: \$100.00 per hour plus \$2.50 per yard

58 Meter (188') Boom: \$160.00 per hour plus \$3.00 per yard

61 Meter (197') Boom: \$180.00 per hour plus \$3.00 per yard

63-Z Meter (204') Boom: \$225.00 per hour plus \$3.50 per yard

Special Application Equipment	S	pecial	Ap	plication	Equipment
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Tele	belt-110 \$135.00/hr	. plus \$2.75 yard-	ton /// ***Bo	bcat \$35.00 Per H	our (4 Hr. Minimu	m)***
20 Meter "Z"	28 Meter "Z"	31 Meter "Z"	36 Meter "Z"	38/40 Meter "Z"	47 Meter "Z"	52 Meter "2
\$75.00/hr \$2.50/y	d. \$75.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr\$2.50/yd.	\$125.00/hr\$2.75/yd.	\$135.00/hr\$3.0

There is a 4-hour minimum on the trailer pumps and boom pumps up to a size 31 Meter.

There is a 5-hour minimum on the Telebelts & 36 to 61 Meters. There is an 8-hr. minimum on the 63 Meter.

Labor	Straight Time	Over Time	Double Time
Operator	\$130.00	\$184.00	\$225.00
Oiler	\$123.00	\$172.00	\$210.00

Labor and machine rates will be charged for set up and washout. Set up times are one (1) hour for all pumps and washout is one (1) hour, minimum, for all pumps. Telebelt washouts are 1.5 hours. Washout time starts when all perishable product (concrete) is out of the boom and/or material off the belts.

An oller is required on 40 meter booms and larger and in certain situations, such as when the operator cannot see the pour from the pump or when safety is an issue. Please call for further details,

System will be charged at \$1.00 per foot beyond 50° of hose. Two men are required on hard rock pours over 200 feet. System delivery and/or setup will be charged at applicable labor rates.

Any special city permits required for pumps that are not supplied by the contractor, will be obtained by JLS at an additional fee. A \$30.00 Permit/Carb fee will be added to all invoices. Cancellation charges: 4 hour minimum on equipment and labor unless cancelled 3 hours before on job time. Contractor is required to provide a safe area for the pump to set up and an area to wash out that is environmentally acceptable to any and all appropriate government agencies. A \$375.00 fee will be added to the invoice for an off-site washout.

Customers are advised that concrete pumps are subject to occasional mechanical failure. JLS does not accept back charges, so if assured performance is required, standby pumps are available at the above quoted rates.

Per Union Labor Agreement: All labor, including iravel time "portal to portal" will be charged at a 4 or 8 hour minimum. All overtime will be billed at applicable rates. Work performed between 5:00 pm & 3:00 am and Saturdays will be billed at overtime labor rates. Sundays & Holidays are double time rates. The 63 meter will be billed with an 8-hour minimum on equipment & labor, for operator & oiler, "portal to portal". A 6% environmental surcharge will be added to each invoice. Labor rates good until 7/1/18. Terms are Net 30.

Proposed By:	Accepted By:
Dave Cook	Don
JLS Concrete Pumping, Inc.	DJS Contracting, Inc.

Associated Ready Mixed Concrete Inc.

4621 Teller Ave. Suite 130, Newport Beach, CA 92660-2165 Oxnard- To place your order call (805) 604-9895 or (800) PRE-MIXX

Quote Date: 4/25/2018

To: DJS CONTRACTING

Attn: LAUREN SIMINGTON

Quote Number:

13634 - 8

Note: Quotation expires sixty days from quote date. See "Acceptance" clause below Bid Date: 4/25/2018 Phone #: (805) 584-2714 Fax #: (805) 584-2023 Customer #: 46618 PO #:

Product Code Product description Est. Quantity Price**	Job Description:						
66531 1000 \$960 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 \$960 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 100 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 100 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 100 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 100 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 100 With the set of the s			400 MAKI IN LUI HEK KING JEDE, UANARD	Quonanton is Pun			
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OXNARD SCHOOL DISTRICT . BREKKE ELEMENTARY SCHOOL TEN FLEX CLASSROOM BUILDING ADDITION MARTIN LUTHER KING JR. DR, OXNARD CA 93030

REVIATIONS	APPLICABLE CODES	GENERAL SC
MC mineral core MH material(s) MAX maximum MECH mechanic(al) MED medium MT mosci tile MT motol MIN minimum MIN minimum MISC miscellaneous MKBD marker board N north (N) new NOM northat NC not to scale OC on center OS overflow scupper OPN'G opening OVHD overhead OL occupant load PED paticle board PED paticle caminate P plate PLYMD plywood PNL panel PVC polyinyl chloride R radius RECO register RECO reduired RA return air RD roof drain RM rooco RA	 PART 1 2016 BUILDING STANDARDS ADMINISTRATIVE CODE, TITLE 24 C.C.R. PART 2 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 C.C.R. (2015 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE COUNCIL, WITH CALIFORNIA AMENDMENTS) PART 3 2016 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24 C.C.R. (2014 NATIONAL ELECTRICAL CODE (CCC), TITLE 24 C.C.R. (2015 UNIFORM MECHANICAL CODE (CMC), TITLE 24 C.C.R. (2015 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING CODE OF THE INTERNATIONAL CODE COUNCIL) PART 8 2016 CALIFORNIA FIRE CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL) PART 10 2016 CALIFORNIA REFERENCED STANDARDS CODE OF THE INTERNATIONAL EXISTING BUILDING CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL EXISTING BUILDING CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL EXISTING BUILDING STANDARDS CODE (CALGREEN), TITLE 24 C.C.R. PART 11 2016 CALIFORNIA REFERENCED STANDARDS CODE (CALGREEN), TITLE 24 C.C.R. PART 11 2016 CALIFORNIA REFERENCED STANDARDS CODE (CALGREEN), TITLE 24 C.C.R. PART 12 2016 CALIFORNIA REFERENCED STANDARDS CODE (CALGREEN), TITLE 24 C.C.R. PART 13 AUTOMATIC SPRINKLER SYSTEMS 2016 EDITION NFPA 14 STANDAPIPE SYSTEMS (CA) AMENDED 2016 EDITION NFPA 17 DRY CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION NFPA 17 WET CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION NFPA 17 WET CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION	PROJECT CONSISTS OF NEW 40' X 72' MODULAR CLASSROOM BUIL BUILDINGS BY SILVER CREEK (PC # 04-11 TWO KINDERGARTEN CLASSROOMS, ONE STO STUDENT TOLET ROOMS. ALL SITE DEMOLITION WORK AS SHOW ON I NEW CLASSROOM BUILDINGS, INCLUDING RE RE-CONNECTION AND RE-COMPACTION AS I SO' X 6'-0' DEPTH ON 4'-0' BELOW BOT RECOMPACTION TO 95% COMPACTION IN AC OVER EXCAVATION SHALL BE EXTENDED LAT LATERALLY BEYOND THE OUTSIDE EDGE OF GEO-GRID REINF. PER SOILS REPORT RECC INSTALLATION OF ALL THE UTILITIES TO NEW BUILDING A ELECTRICAL B. WATER C. SEWER D. LOW VOLTAGE E. FIRE WATER F. FINAL CHLORINATION OF PLUMBING SYS SITE GRADING AND DRAINAGE AROUND BUIL CONCRETE FOUNDATION, RAT SLAB, AND VE MANUFACTURING FOUNDATION DRAWINGS, IN INTERIOR AND EXTENSOR BUILDING SIGNAGE: INSTALLATION OF BUILDING EVAC. & FIRE A CAMPUS FIRE ALARM SYSTEM. LOW VOLTAGE CONDUIT, WIRING AND OUTLE CONNECTION TO EXISTING CAMPUS SYSTEM. INSTALLATION OF BUILDING EVAC. & FIRE A CAMPUS FIRE ALARM SYSTEM. LOW VOLTAGE CONDUIT, WIRING AND OUTLE CONNECTION TO EXISTING CAMPUS SYSTEM. BUILDING GROUND WELL AND GROUNDING FO DETAIL NUMBER SHEET DETAIL SHOWN } R LETTER DETAIL NUMBER SHEET DEMOLITION NOTE MERONSTRUCTION NOTE MERONSTRUCTION NOTE MARWING REVISION NUMBER MORTH ARROW
UON unless otherwise noted UR urinal	PROJECT DATA	VICIN
VERT vertical VIF verify in field VCT vinyl composition tile VT vinyl tile WSCT wainscot WC water closet W west WG wire glass W/ with W/O without WD/W wood WIC Woodwork Institute of California	NUMBER OF STORIES: ONE BUILDINGS HEIGHT: 15'-10" OCCUPANCY TYPE: E CONSTRUCTION TYPE: V-B SPRINKLERED: NO BUILDING AREA: 2,860 SF. CAPACITY: 134 OCCUPANTS	FREEW, E GONZALES MARTIN LUTHEN CESAR CHAVEZ DR. JAY VINYON

BC 2016						
2	IOR WALLS	BUILDING AREA (S.F.)				
	NON-BEARING WALLS TABLE 602	ACTUAL AREA	STORIES / HEIGHT	TOTAL ALLOWED		
	0	2,880	1 / < 40'	9,500		

ELECTRICAL ENG MECHANICAL ENGINEER BUDLONG & ASSOCIATES, INC. BUDLONG & ASSOC 315 Arden Ave. Suite 23 315 Arden Ave. Suite 23 Glendale, CA 91203 Glendale, CA 91203 TEL: (818) 638-8780 TEL: (818) 638-8780 Email: victor@budlong.com Email: victor@budlong.com Contact: Victor Jons Contact: Victor Jons

F:\Project\2/81-0000-OxnardSD-KinderFlex\DWG\2/81-100\2/81-BREKKE-A001.dwg; Last Saved By: MStahlheber - Feb 27, 2018 - 3:52pm Last Printed By: FMMARKETING - Mar 02, 2018, 10:53am;

SCOPE OF WORK

SHEET INDEX

ROOM BUILDING PLACEMENT AND INSTALLATION OF # 04-114027). CLASSROOM BUILDING CONSISTING OF ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPANT

HOW ON DRAWING AND AS REQUIRED FOR INSULATION OF JDING REMOVING OF TREES, AND LANDSCAPES AND G OF IRRIGATION LINES IN AND AROUND BUILDING AREA.

CTION AS PER SOILS REPORT AND SOIL ENGINEER, 82' X ELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND ION IN ACCORDANCE TO ASTM D1157 MAX. DRY DENSITY. NDED LATERALLY TO A DISTANCE OF AT LEAST 5 FEET EDGE OF THE FOUNDATION FOOTPRINT. PROVIDE

PORT RECOMMENDATION. TO NEW BUILDING AND FINAL CONNECTION TO MODULAR

IBING SYSTEM

UND BUILDING AND NEW PAVING AROUND BUILDING AND VENTING FOR MODULAR BUILDING AS PER VINGS, INCLUDING METAL GRATES. IGNAGE CONTRACTOR OF THE OWNER OWNER OF THE OWNER OWNE

FIRE ALARM SYSTEM AND CONNECTION TO EXISTING

ND OUTLETS IN NEW CLASSROOM BUILDING AND SYSTEM.

UNDING RODS AND CONNECTIONS.

OOFING FOR NEW MODULAR CLASSROOM BUILDING.

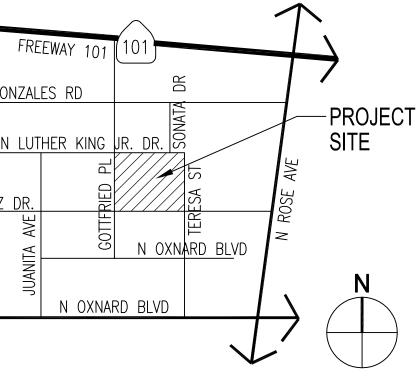
MBOLS LIST

> DETAIL 10WN S REFERENCE

ON LINES

NUMBER

CINITY MAP



GINEER CIATES, INC.	OWNER OXNARD SCHOOL DISTRICT
	1051 SOUTH A STREET OXNARD, CA 93030 TEL: (805) 385–1501

A0.01 TITLE SHEET **ARCHITECTURAL** A0.02 ABBREVIATIONS, SYMBOL LIST, NOTES AND LEGENDS A1.00 OVERALL SITE PLAN A1.01FA SITE PLAN FIRE ACCESS A1.02 PARTIAL DEMOLITION SITE PLAN A1.03 PARTIAL RECONSTRUCTION SITE PLAN A1.04 SITE FENCE, GATE & PAVING DETAILS

SIGNAGE DETAILS A1.05 A2.01 FLOOR PLAN A3.01 EXTERIOR AND INTERIOR ELEVATIONS, & DETAILS

<u>PLUMBING</u>

N P.1 PLUMBING FRONT SHEET PLUMBING SITE PLAN

P.2 **ELECTRICAL** ELECTRICAL FRONT SHEET ELECTRICAL SINGLE LINE DIAGRAM ĴE−1.1 E-2.0 ELECTRICAL SITE PLAN ELECTRICAL FLOOR PLAN N E−2.1 $\square E = 3.0$ ELECTRICAL DIAGRAMS

MANUFACTURER'S DRAWINGS

	<u>ARCHIT</u>	ECTURAL
\backslash	A-0	COVER SHEET
\backslash	A-0A	T & I FORMS
\mathbb{N}	A-0.0	BUILDING OPTIONS SCHEDULE
N	A-0.1	SYMBOLS LEGEND, ABBREVIATION,
\backslash		AND ADA SIGNAGE
\backslash	A-0.2	SCHEDULES
N		TYPICAL KEY PLANS- 24' TO 120'X40'
\backslash	A-0.6D	ENERGY CALC'S- ELC FORMS-
\backslash		120'X40' BUILDING
Ν	A-0.6E	ENERGY CALC'S- LTO/MCH FORMS-
\backslash		120'X40' BUILDING
\backslash	A-0.6F	ENERGY CALC'S- LTI FORMS-
N		120'X40' BUILDINGS
Y	A-0.7	DESIGN ENERGY VALUES BY ZONE &
\backslash	1 0 7	CALGREEN SPECIFICATIONS
N	A-1.03	FLOOR PLAN- 48' TO 120'X40'
Y	A-2.03	REFLECTED CEILING PLAN – 48' TO 120'X40'
\backslash	A 2 20	CEILING DETAILS – T–GRID
N	A-2.20 A-2.21	CEILING DETAILS - T-GRID
Y	A-2.21 A-3.33	ROOF PLAN – PARAPET – MONO
N	A-0.00	SLOPE 48' TO $-$ 120'X40'
\backslash	A-3.80	ROOF DETAILS- TPO ROOF
\backslash	A-4.23	EXTERIOR ELEVATIONS – MONO OR
\mathbb{N}	1.20	DUAL SLOPE $48'$ to $120'X40'$

MONO OR DUAL SLOPE 48' TO 120'X40' (PARAPFT) ČROSS SÉCTION - MONO SLOPE -√ A−5.01

0.018", B.U., OR TPR ROOF DECK OR PARAPET 1 A - 5.05 CROSS SECTION A = 5.51 ARCHITECTURAL DETAILS – WOOD

STUD – PLASTER A-5.70 ARCHITECTURAL DETAILS - FLOOR

- A-5.80 ARCHITECTURAL DETAILS -MISCELLANEOUS/OPTIONS
- A-5.81 ARCHITECTURAL DETAILS -

BY ME.

- MISCELLANEOUS/OPTIONS
- A-6.03 INTERIOR ELEVATIONS 48' TO 120'X40'

FOUNDATION

\square	SEISM	IIC Ss UP TO 2.80G
111	F-2.11	CONCRETE FOUNDATION PLAN – BELOW GRADE – CONCRETE FLOOR
	F-2.50	CONCRETE FOUNDATION DETAILS – BELOW GRADE
111	F-2.51	FOUNDATION DETAILS - CONCRETE
		ICTURAL "HIGH SEISMIC
	SEISM	IIC Ss UP TO 2.80G
1111	S-0.1 S-1.11	STRUCTURAL SPECIFICATIONS FLOOR FRAMING PLAN – CONCRETE FLOOR
	S-1.60	FLOOR FRAMING DETAILS – CONCRETE
	S-2.03	ROOF FRAMING PLAN – PARAPET – MON SLOPE
	S-2.50 S-2.60	ROOF FRAMING DETAILS – MONO SLOPE ROOF FRAMING DETAILS
	S-2.70 S-2.90	ROOF FRAMING DETAILS – PARAPET ROOF FRAMING DETAILS – TRUSS
	S-3.01	BUILDING SECTION - MONO SLOPE ROOF
	S-5.00	WALL FRAMING ELEVATIONS – WOOD STUDS
1/1/1	S-5.10 S-5.11	
	PLUM	1BING
111		PLUMBING DETAILS AND SCHEDULE
111	MECH	HANICAL
	M-0.1	MECHANICAL NOTES, SCHEDULES AND DETAILS
111	M-4.01	
	M-4.02	MECHANICAL ROOF PLAN – ROOF MOUNT – 48' TO 120'X40'
		TRICAL
		ELECTRICAL PLAN – 48' TO 120'X40'
///		
	SITE	SPECIFIC SHEETS
		COVER SHEET
	A-1.03N	SCHEDULES FLOOR PLAN – 48' TO 120'X40'
Σ	A-2.03N	REFLECTED CEILING PLAN – 48' TO 120'X40'
	A-4.23N	
		INTERIOR ELEVATIONS
		PLUMBING ISOMETRICS MECHANICAL PLAN – ROOF MOUNT – 48
		TO $120'X40'$

– 48' TO 120'X40'

NE–1.03N ELECTRICAL PLAN – 48' TO 120'X40'

STATEMENT OF

GENERAL CONFORMANCE APPLICATION NO 03- 118725 FILE NO 56-22 THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF ANY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTION 17302 AND 81138 OF THE EDUCATION CODE AND SECTION 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1, SECTION 4-317 (B).

SIGNATURE OF

PLANS & SPECIFICATIONS THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS

DESIGNATED WITH A PC# 04-114027 HAVE BEEN PREPARED BY OTHER DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED

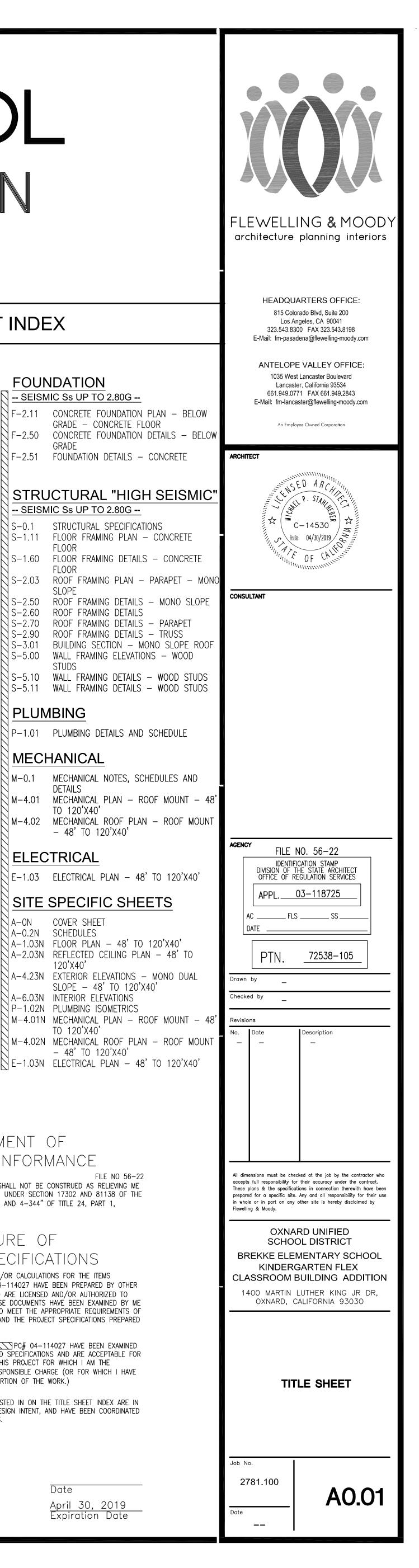
THE ITEMS DESIGNATED WITH A PC# 04-114027 HAVE BEEN EXAMINED BY ME FOR COORDINATION WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE (OR FOR WHICH I HAVE BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.)

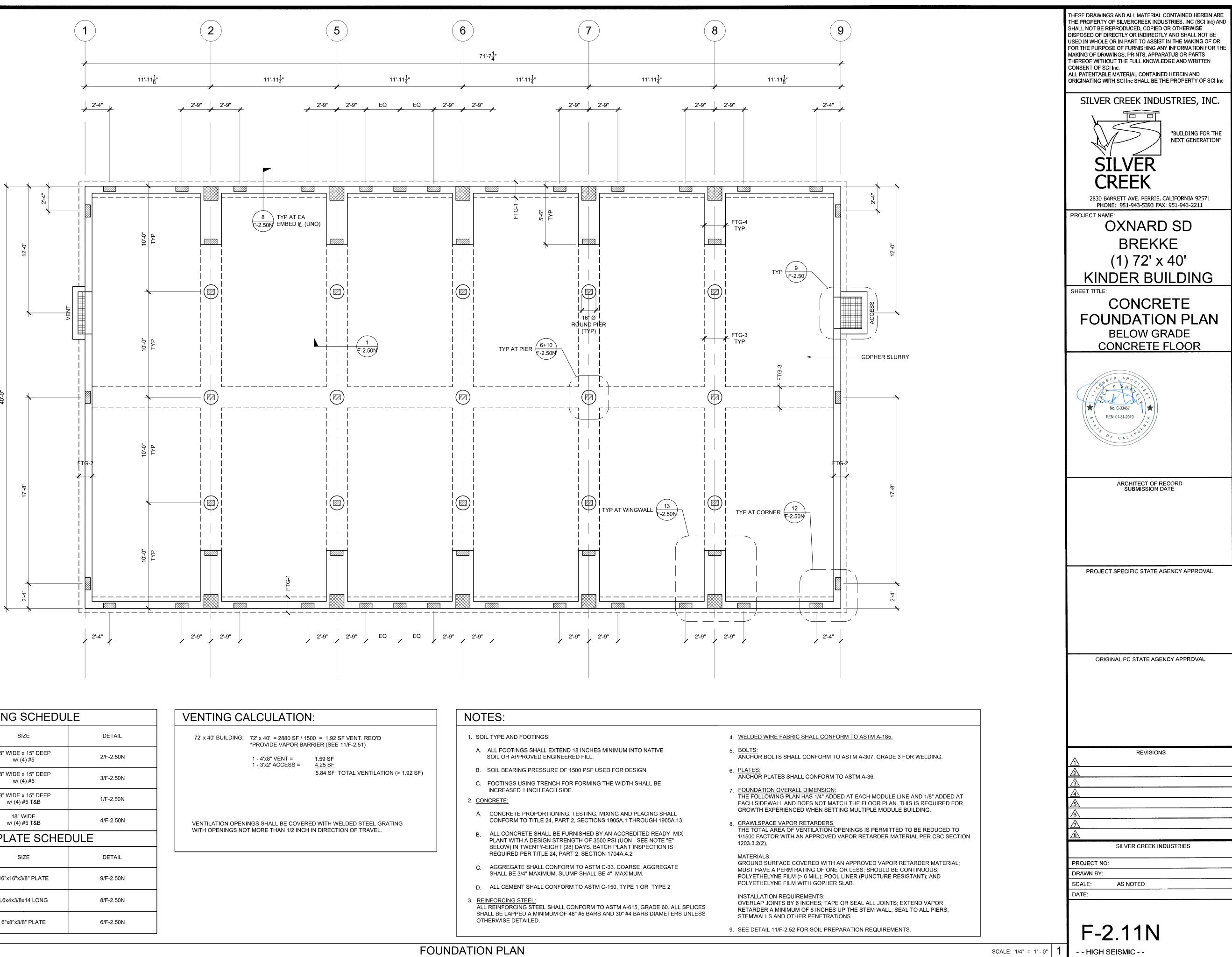
I FIND THAT ALL THE DRAWINGS OR SHEETS LISTED IN ON THE TITLE SHEET INDEX ARE IN GENERAL CONFORMANCE WITH THE PROJECT DESIGN INTENT, AND HAVE BEEN COORDINATED WITH THE PROJECT PLANS AND SPECIFICATIONS.

Michael P. Stahlheber, AlA

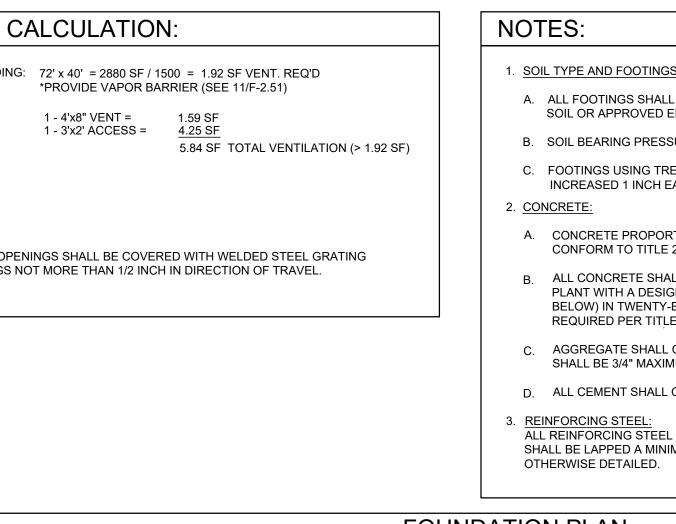
License Number

Date April 30, 2019 Expiration Date

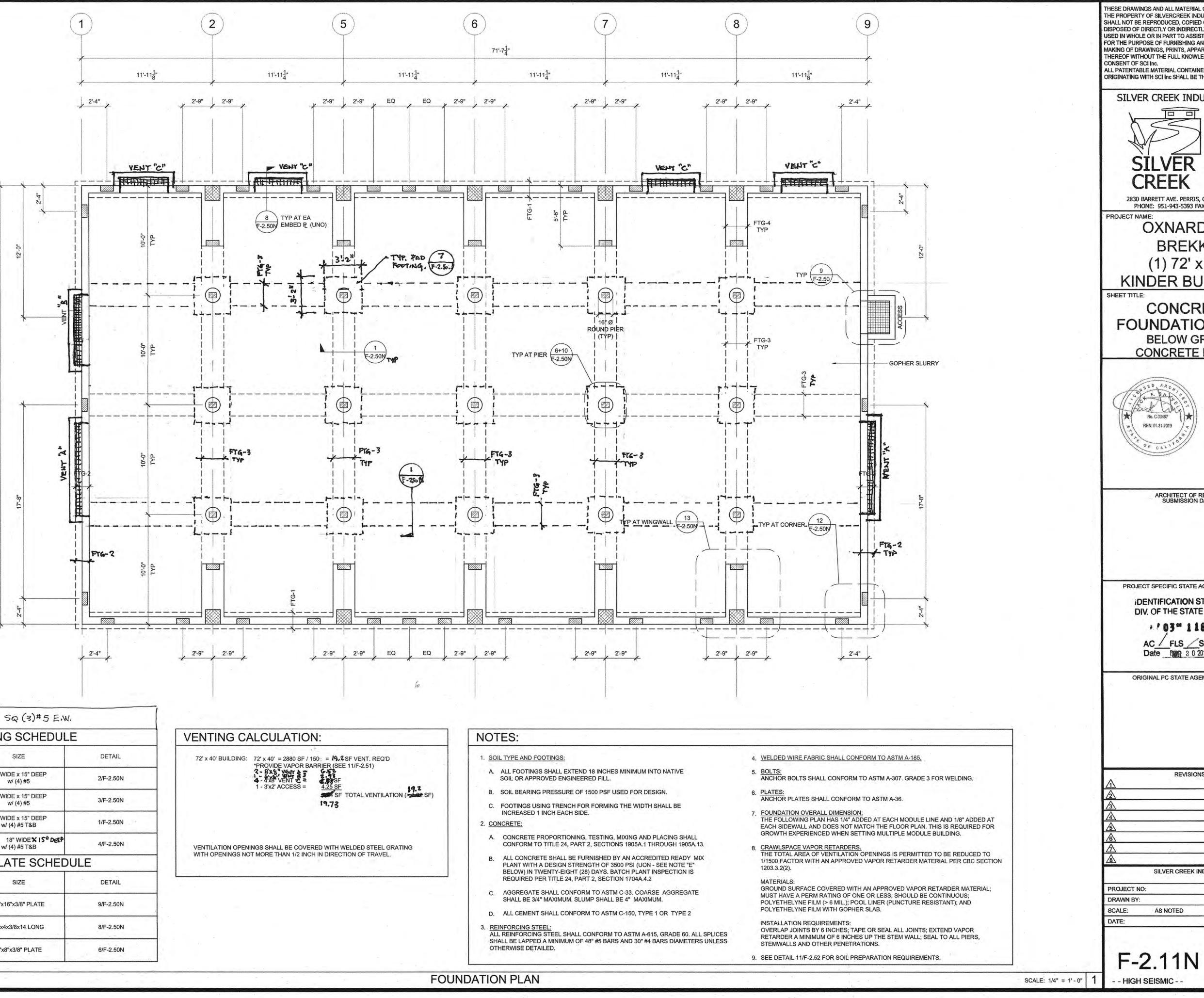




VENTING	E	OTING SCHEDU	FC	
72' x 40' BUILDI	DETAIL	SIZE	TYPE	
	2/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(ENDWALL)	FTG-1
	3/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(SIDEWALL)	FTG-2
	1/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5 T&B	(GRADE BEAM)	FTG-3
VENTILATION C	4/F-2.50N	18" WIDE w/ (4) #5 T&B	(WINGWALL)	FTG-4
WITH OPENING	DULE	ED PLATE SCHED	EMB	
	DETAIL	SIZE	TYPE	
	9/F-2.50N	16"x16"x3/8" PLATE		
	8/F-2.50N	L6x4x3/8x14 LONG		
	6/F-2.50N	6"x8"x3/8" PLATE	12	



3-2"	FOOTING	PAD I
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	TYPE	
18" WI	(ENDWALL)	FTG-1
18" WI	(SIDEWALL)	FTG-2
18" WI w/	(GRADE BEAM)	FTG-3
w/	(WINGWALL)	FTG-4
D PLA	EMBE	
	TYPE	
16"x1		
L6x4		I
6"x8	22	



THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN AR THE PROPERTY OF SILVERCREEK INDUSTRIES, INC (SCI Inc) AND SHALL NOT BE REPRODUCED, COPIED OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY AND SHALL NOT BE USED IN WHOLE OR IN PART TO ASSIST IN THE MAKING OF OR FOR THE PURPOSE OF FURNISHING ANY INFORMATION FOR TH MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI Inc SHALL BE THE PROPERTY OF SCI Inc SILVER CREEK INDUSTRIES, INC. TO OT "BUILDING FOR THE NEXT GENERATION" 2830 BARRETT AVE. PERRIS, CALIFORNIA 92571 PHONE: 951-943-5393 FAX: 951-943-2211 OXNARD SD BREKKE (1) 72' x 40' **KINDER BUILDING** CONCRETE FOUNDATION PLAN BELOW GRADE ARCHITECT OF RECORD SUBMISSION DATE PROJECT SPECIFIC STATE AGENCY APPROVAL IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT * 03" 118725 AC FLS SS EY Date 1998 3 0 2018 ORIGINAL PC STATE AGENCY APPROVAL REVISIONS SILVER CREEK INDUSTRIES

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93030 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Brekke Elementary School, located at 1400 Martin Luther King Jr. Drive, Oxnard, California 93030 (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 1H 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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. <u>Construction</u>. 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Preconstruction Services.</u> 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. <u>Project</u>. 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. <u>Project Manual</u>. 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. <u>Site</u>. 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. <u>Site Lease</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

- J. <u>Specifications</u>. 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. <u>Subcontractor</u>. 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. <u>Sublease</u>. 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. <u>Sublease Payments.</u> 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. <u>Tenant Improvement Payments.</u> 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 Trustees, 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

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No</u> <u>Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five</u> <u>Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (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 was 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

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to 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.).

OXNARD SCHOOL DISTRICT

Brekke Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

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 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

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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");

- 9 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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, make 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 but are in a location. 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.

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 <u>Patrick Waid</u> as Project Manager/Superintendent for the Project. So long as <u>Patrick Waid</u> 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.

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 open 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 13 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 14 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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 LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager

1c

By: Michael T. Viola

Title: CEO

Date: <u>11/8/2017</u>

THE DISTRICT

Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

Lisa Q. Franz By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

EXHIBIT B

Oxnard School District – Brekke ES New Addition

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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. 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.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

2. Professional Constructability Review

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 22 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

3. Value Engineering Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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 specifications 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.

- 23 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

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.

Viola Inc.:

By: <u>Michael T. Viola</u>

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT, a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17-

- 25 -

OXNARD SCHOOL DISTRICT

Brekke Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

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		CONTACT Debbie Irwin		
Tolman & Wiker I	nsurance Services LLC #0E52073	PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200		
196 S. Fir Stree	t	É-MAIL ADDRESS: dirwin@tolmanandwiker.com		
PO Box 1388		INSURER(S) AFFORDING COVERAGE	NAIC #	
Ventura	CA 93002-1388	INSURER A Westchester Fire Ins Co	21121	
INSURED		INSURER B:West American Ins Co	44393	
Viola Inc.		INSURER C RSUI Indemnity Co	22314	
P. O. Box 5624		INSURER D : Everest National Ins Co	010120	
		INSURER E :		
Oxnard	CA 93031			

CO	VERAGES CER	TIFIC	ATE	NUMBER:17/18 GL/AU/XS	/WC -		REVISION NUMBER:		
IN CI	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		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
А	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	X Owners & Contractors			G22012782012	4/1/2017	4/1/2018	MED EXP (Any one person)	\$	5,000
				Excludes all			PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			WRAP/OCIP Work			GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						COMBINED SINGLE LIMIT	\$	
							(Ea accident)	\$	1,000,000
в	X ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per person)	\$	
	AUTOS AUTOS NON-OWNED			BAA (18) 56449245	4/1/2017	4/1/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE		
	HIRED AUTOS						(Per accident)	\$	<u> </u>
	L						Drive other car	\$	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
С	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	4,000,000
	DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	V PER OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER OTH- STATUTE ER	ļ	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	1,000,000
D	(Mandatory in NH)			7600000614171	1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			2000	And Additional Description Calendaria			1\		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Brekke Elementary School New Addition, Site Location: 1400 Martin Luther King Jr. Dr., Oxnard, CA 93030

GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185. GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during

CERTIFICATE HOLDER	CANCELLATION			
Oxnard School District 1055 South C Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE			
	Greg Anderson/DEBBII Dregon Conclesson			

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COMMENTS/REMARKS

the policy term.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured ViO	la, Inc., M&T Concrete, Inc	2.	Endorsement Number			
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017			
Insured By (Name of Insurance Company) Westchester Fire Insurance Company						

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- **b.** The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

of 70

5

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat Date of Meeting: 6/06/18 STUDY SESSION **CLOSED SESSION** SECTION A-1: PRELIMINARY SECTION A-II: REPORTS **SECTION B: HEARINGS** SECTION C: CONSENT AGENDA Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal **X** Facilities SECTION D: ACTION SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-212 with Viola Incorporated to adjust costs for the McAuliffe Elementary School New Addition (Penanhoat/Fateh/CFW)

The schedule for the McAuliffe Kinder-flex project was accelerated to enable the building to be available for use in Fall, 2018. To maintain the schedule, the general contractor needed to get sub-contractor bids before final DSA approval of the drawings. The foundation vents added in Allocation #1 were added by DSA during final plan check, and thus were not in the general contractor's bid.

Allocation No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 Concrete for Added Vent with the following scope of work.

 PCO #002 Concrete for Added Vent – In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use Silver Creek structural drawings and details to determine the extent of concrete, rodent slab, venting and metal grates for the Modular Building. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by Silver Creek on sheet F2.11N.

FISCAL IMPACT

Fourteen Thousand Four Hundred Sixty-Nine Dollars and Forty Cents (\$14,469.40) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-212 with Viola Incorporated to provide Construction Services related to the McAuliffe Elementary School New Addition.

ADDITIONAL MATERIAL

Attached:

- Allocation #001, Viola Incorporated (2 Pages)
- PCO #002 (9 Pages)
- Construction Services Agreement #17-212 (30 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 6, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: McAuliffe Elementary School New Addition O.S.D. BID No. N/A O.S.D. Agreement No.17-212 OWNER:

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

ARCHITECT Flewelling and Moody Architects 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041

CONTRACTOR:

Viola Inc. P.O. Box 5624 Oxnard, CA 93031 Attn: Pat Waid

Architects Proj. No.: 2781-400 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-118732

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	\$ 20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 20,000.00
NET CHANGE	\$ 14,469.40
Total Contingency Allocations to Date:	\$ 14,469.40
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001	\$ 5,530.60

ltem	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		
	PCO #002 – Concrete for Added Vent			\$14,469.40			
2.							
3.							
4.							
5.							
	Totals			\$14,469.40			
Total Contractor Contingency Allocation Approval No. 001 \$14,469.40 *NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR							
<u>APPR</u>	OVAL (REQUIRED):						
	ARCHITECT:			DATE:			
CONTRACTOR: DATE:							
RECOMMENDED FOR APPROVAL:							
Assistant Superintendent, Business & Fiscal Services: DATE:							
APPROVAL (REQUIRED):							
BOARD APPROVAL DATE:							
PURCHASING DIRECTOR: DATE:							



Viola Incorporated PO BOX 5624 Oxnard, California 93031 Phone: (805) 487-3871 Fax: (805) 487-3870 Project: 17-24 - McAuliffe Elementary School New Addition 3300 W Via Marina Avenue, Oxnard Oxnard, California 93030 Phone: 805-487-3871

Prime Contract Potential Change Order #002: CE #002 & 003 - Added Vent Frame

TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - McAuliffe Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/30 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$14,469.40

POTENTIAL CHANGE ORDER TITLE: CE #002 & 003 - Added Vent Frame

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Added Vent Frame

CE #003 - Concrete for Added Vent

In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use SilverCreek structural drawings and details to determine the extent of concrete, rodent slab, venting, and metal grates for Modular Buildings. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by SilverCreek on sheet F2.11N

ATTACHMENTS:

McAuliffe Plans Sheet A0.01.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.1.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.0.pdf __McAuliffe DJS CO#1 added vents.pdf __McAuliffe PCO #2.pdf __

#	Cost Code	Description	Туре	Amount
1	05-50-00 - Metal Fabrications	Added Vent Frames	Commitment	\$ 3,920.00
2	01-01-30 - Contractor Fee	Viola Mark Up	Materials	\$ 294.00
3	03-00-00 - Concrete	00 - Concrete Com		\$ 9,234.00
4	01-01-30 - Contractor Fee	Viola Mark Up	Materials	\$ 692.55
5	01-01-20 - Insurance	Viola Mark Up	Other	\$ 138.51
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 92.34
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 58.80
8	01-01-10 - Bond	Viola Mark Up	Other	\$ 39.20
	Subtotal:			
			Grand Total:	\$14,469.40



Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles California 90041 **Oxnard Unified School District** 1051 South A Street Oxnard California 93030 Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California 93031

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Viola Incorporated

page 2 of 2

Printed On: 5/16/ 2018 10 :42 AM

DATE

emaled Par W/ UIOLA

GOLD COAST ERECTORS, INC.

Structural Steel, Certified Welding, Seismic Retrofit, Rigging Contractors License # C-51 698200 (805) 987-6334 Ph/(805) 987-5315 Fax



WORK ORDER #1

Date: 4-2-2018

Contractor: VIOLA CONSTRUCTION

Project KINDERFLEX MCAULIFFE

We authorize GOLD COAST ERECTORS, INC. to proceed with the following EXTRA WORK ORDER:

Job Description: ADDED VENT FRAME PER F-2.11N DETAIL 10/F-2.50 FURNISH FOB JOBSITE GALVANIZED STEEL FRAMES W/ GRATING 2-TYPE A VENT FRAMES 1-TYPE B VENT FRAME 4-TYPE C VENT FRAMES

Hours NA

TOTAL \$ 3,920.00

Customer agrees to all above and agrees to make payment within 30 days of billing and authorizes their agent to sign this agreement.

CONTRACTOR REPRESENTATIVE

DATE: _____

DJS Contracting, Inc.

General Contractor:

PO Box 5624

Viola Constructors

Oxnard, CA 93031

PO Box 941090 • Simi Valley, CA 93094-1090 Phone: (805) 584-2714 • Fax: (805) 584-2023 License # 776402

COST PROPOSAL	
Date	4/30/18
DJS COR #	1

Project 17-24 McAuliffe Elementary School New Addition 3300 W Via Marina Ave Oxnard, Ca 93030 DJS Job:

Nooonintion.	Plan change form Sliver Creek bid set of drawings dated 4-10-14 . Sliver Creek Structural plan sheet F-2.11N showe
Description :	1 each 4' x8" vent per detail 9&10 / F-2.50. DSA approved drawings stamped April 09, 2018 plan sheet F-2.11N
	has been revised to include 4 each 4' x8" vents, 1 each 6' x8" vent and 2 each 8' x8" vents. Additional 34 lft. Of vents

Job:

LABOR CHARGES

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Carpenter Journeyman	Layout excavation and grade check for Excavator	1	ST	5.00	5.00	\$ 67.63	\$ 338.15
	Carpenter Journeyman	Formwork installation of 34 lft. X 30" tall vent wall per detail 10/F-2.50	3	ST	16.00	48.00	\$ 67.63	\$ 3,246.24
	Carpenter Journeyman	Set 1-1/4" grate angle embeds	1	ST	6.00	6.00	\$ 67.63	\$ 405.78
	Labor	Install reinforcing steel	1	ST	6.00	6.00	\$ 65.75	\$ 394.50
	Cement Finisher	Place and finish concrete	1	ST	4.00	4.00	\$ 66.67	\$ 266.68
	Labor	Place concrete	3	ST	2.50	7.50	\$ 65.75	\$ 493.13
	Labor	Strip vent wall concrete formwork	2	ST	4.00	8.00	\$ 65.75	\$ 526.00
	Cement Finisher	Plug and patch wall tie holes	1	ST	5.00	5.00	\$ 66.67	\$ 333.35
TOTAL L	ABOR							\$ 6,003.83

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	F	RATE	Α	MOUNT
	Equipment	Excavator with operator (Additional excavation for added vents) 10.25 cubic yards	4.00	\$	155.00	\$	620.00
	Materials	Reinforcing steel for vent wall (64 lbs) included detailing, fabercation and delivery	64.00	\$	0.76	\$	48.64
	Materials	Vent wall form material 228 sqft (plywood, 2x4, wall ties & hadware)	228.00	\$	3.80	\$	866.40
	Materials	Ready mix Concrete (2.35 cubic yards) includes AB 219 Charge, environmental, short load and standby fees	2.35	\$	130.08	\$	305.69
	Equipment	JLS Concrete boom pump (28 meter) Includes operator	1.00	\$	185.00	\$	185.00
TOTAL	MATERIALS		<u>.</u>			\$	2,025.73

SUMMARY			
TOTAL LABOR COSTS		\$	6,003.83
MARKUP	15.00%	\$	900.57
TOTAL MATERIAL & EQUIP. COSTS		\$	2,025.73
MARKUP	15.00%	\$	303.86
SUBTOTAL		\$	9,233.99
			\$0.00
CHANGE ORDER TOTAL	\$	9,	234.00



DJS Contracting, Inc. Attn: Don Phone: (805) 732-2901 Email: djs@djscontracting.com

Date: January 8, 2018 Project: All Projects

These are the individual machine rates. Labor rates are listed below & must be added to quoted amounts.

Trailer Pumps up to 200' System: \$45.00 per hour Plus \$2.25 per yard

17 Meter (54') Boom: \$44.00 per hour plus \$2.25 per yard

28 Meter (90') Boom: \$55.00 per hour plus \$2.25 per yard

31 Meter (100°) Boom: \$60.00 per hour plus \$2.25 per yard

36 Meter (118') Boom: \$70.00 per hour plus \$2.25 per yard 39 Meter (127') Boom: \$ 80.00 per hour plus \$2.35 per yard

47 Meter (154') Boom: \$100.00 per hour plus \$2.50 per yard

58 Meter (188') Boom: \$160.00 per hour plus \$3.00 per yard

61 Meter (197') Boom: \$180.00 per hour plus \$3.00 per yard

63-Z Meter (204') Boom: \$225.00 per hour plus \$3.50 per yard

Special Application Equipment	S	pecial	Ap	plication	Equipment
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Tele	belt-110 \$135.00/hr	. plus \$2.75 yard-	ton /// ***Bo	bcat \$35.00 Per H	our (4 Hr. Minimu	m)***
20 Meter "Z"	28 Meter "Z"	31 Meter "Z"	36 Meter "Z"	38/40 Meter "Z"	47 Meter "Z"	52 Meter "2
\$75.00/hr \$2.50/y	d. \$75.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr\$2.50/yd.	\$125.00/hr\$2.75/yd.	\$135.00/hr\$3.0

There is a 4-hour minimum on the trailer pumps and boom pumps up to a size 31 Meter.

There is a 5-hour minimum on the Telebelts & 36 to 61 Meters. There is an 8-hr. minimum on the 63 Meter.

Labor	Straight Time	Over Time	Double Time
Operator	\$130.00	\$184.00	\$225.00
Oiler	\$123.00	\$172.00	\$210.00

Labor and machine rates will be charged for set up and washout. Set up times are one (1) hour for all pumps and washout is one (1) hour, minimum, for all pumps. Telebelt washouts are 1.5 hours. Washout time starts when all perishable product (concrete) is out of the boom and/or material off the belts.

An oller is required on 40 meter booms and larger and in certain situations, such as when the operator cannot see the pour from the pump or when safety is an issue. Please call for further details,

System will be charged at \$1.00 per foot beyond 50° of hose. Two men are required on hard rock pours over 200 feet. System delivery and/or setup will be charged at applicable labor rates.

Any special city permits required for pumps that are not supplied by the contractor, will be obtained by JLS at an additional fee. A \$30.00 Permit/Carb fee will be added to all invoices. Cancellation charges: 4 hour minimum on equipment and labor unless cancelled 3 hours before on job time. Contractor is required to provide a safe area for the pump to set up and an area to wash out that is environmentally acceptable to any and all appropriate government agencies. A \$375.00 fee will be added to the invoice for an off-site washout.

Customers are advised that concrete pumps are subject to occasional mechanical failure. JLS does not accept back charges, so if assured performance is required, standby pumps are available at the above quoted rates.

Per Union Labor Agreement: All labor, including iravel time "portal to portal" will be charged at a 4 or 8 hour minimum. All overtime will be billed at applicable rates. Work performed between 5:00 pm & 3:00 am and Saturdays will be billed at overtime labor rates. Sundays & Holidays are double time rates. The 63 meter will be billed with an 8-hour minimum on equipment & labor, for operator & oiler, "portal to portal". A 6% environmental surcharge will be added to each invoice. Labor rates good until 7/1/18. Terms are Net 30.

Proposed By:	Accepted By:
Dave Cook	Don
JLS Concrete Pumping, Inc.	DJS Contracting, Inc.

Associated Ready Mixed Concrete Inc.

4621 Teller Ave. Suite 130, Newport Beach, CA 92660-2165 Oxnard- To place your order call (805) 604-9895 or (800) PRE-MIXX

Quote Date: 4/25/2018

To: DJS CONTRACTING

Attn: LAUREN SIMINGTON

Quote Number:

13634 - 8

Note: Quotation expires sixty days from quote date. See "Acceptance" clause below Bid Date: 4/25/2018 Phone #: (805) 584-2714 Fax #: (805) 584-2023 Customer #: 46618 PO #:

OBD Description: This Quantity This Quantity Price** 66531 4000 I* NO ASH, 6.5 SK, SOWC 100 \$9500 66531 4000 I* NO ASH, 6.5 SK, SOWC 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 9400 100 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. 100 \$1000 \$9500 PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW. \$41000 \$1000 \$10000 Buyer must inform supplier if this is an AB219 Prevailing Wage Job. These jobs will be charged states of size. \$4112019 Buyer Sumplier if this is an AB219 Prevailing Wage Job. These jobs will be charged state and file dow will be charged at a proper washot staado for all doivery tricks. \$4112019	Job Descript	tion:	BREKKE ELEMNTARY SCHOOL	Quatation is Fire	for 60 Dave
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 also include a safe ingress and regress to the project site and a proper washout station for all delivery trucks. Short Loads: Any load delivered less than a full load will have a charge based on our current price list. One full load is considered to be nine yards. One short load will be allowed without charge daily per order of 2 full loads or more 4 minutes per yard is allowed for each individual load for waiting and unloading at the job site. Additional time will be charge at a rate of \$2.50 per minute. After Normal Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM Saturday will be charged an Delivery Hours: additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or between 3:00 PM Saturday and 6: AM Monday will be charged an additional \$1250.00 service charge which included 2 trucks. Additional trucks are \$650 each. Delivery: All deliveries are subject to availability of materials, trucking and labor. There is no guarantee as to time or rate of delivery. Seller is not responsible for any costs that might be incurred by Buyer due to delays. Please order by mix number. Prices subject to change due to drastic eost changes or components of concrete. Prins and Spees: This job quotation is NOT BID as per plans and spees. The mixes quoted are not warranted for any particular use, purpose, application or with regards to any particular type of soils environment. Concrete is a natural product therefore seller cannot be responsible for variations in color, surface discoloration, popouts or variations in the finished product caused by finishing techniques or job site conditions. Buyer's selection of the quoted mix, unless otherwise acknowledged in writing by Seller, is without the advice, consultation, recommendation or suggestion of Seller and Buyer assumes all risks related to the selection of the quoted mix for any particular application. Service Charge: Buyer agrees to pay a service charge of 1 1/2					
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GENERAL N		ES				ABE
 ALL WORK SHALL CONFORM TO TITLE 24 CALIF CHANGES TO THE APPROVED DRAWINGS AND S ADDENDA OR CONSTRUCTION CHANGE DOCUMEN DIVISION OF THE STATE ARCHITECT, AS REQUIR TITLE 24, CCR. 	PECIFICAT NT (CCD)	IONS SHAL APPROVEI	L BE MADE B D BY THE	Y	A/C AC AD ADMIN AL AB APX ARCH ASPH	air conditioning asphalt concrete area drain administration aluminum anchor bolt approximate architecture, (architectur asphalt
3. A PROJECT INSPECTOR EMPLOYED BY THE DIST THE DIVISION OF THE STATE ARCHITECT SHALL OF THE WORK. THE DUTIES OF THE INSPECTOF PART 1, TITLE 24 CCR. A DSA CERTIFIED CLAS RELOCATABLE BUILDING IN-PLANT (RBIP) INSPE PROJECT.	PROVÌDE R ARE DE SS 3 PRO	COŃTINU(FINED IN JECT INSF	OUS INSPECTIO SECTION 4-34 PECTOR AND	Ν	AUTO & @ BM BLK'G BD BLD'G	automatic and at beam blocking board building
 4. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAND ENVIRONMENTAL HEALTH CONSIDERATIONS ORDINANCES. DSA CLASS 3 PROJECT INSPECTO 5. DRINKING FOUNTAINS SHALL COMPLY WITH ALL REQUIREMENTS, 2016 CPC AND 2016 CBC. 	SHALL C DR REQUII	omply Wit Red For	TH ALL LOCAL THIS PROJECT.		C CAB CLN'G CKBD Q CLR CLRM CO COL COL	compact cabinet ceiling chalkboard center line clear classroom clean out column
 6. PRIOR TO BIDDING THE CONTRACTOR SHALL VE HE LOCATION OF ALL EXISTING AND PROPOSED CO CLEAN-OUTS, PULL-BOXES, ETC. ANY DISCREF ATTENTION OF THE DISTRICT AND ARCHITECT P 	ONSTRUCT PANCIES S	SHALL BE	BROUGHT TO		CONC CONST CONT CRC CT CUST	concrete construction continuous. (continue) cold rolled channel ceramic tile custodian
 7. PRIOR TO BIDDING, CONTRACTOR SHALL VISIT T ELEVATIONS, DIMENSIONS, AND CONDITIONS OF SUBMITTING BID. ANY DISCREPANCIES DISCOVER THE ABOVE INVESTIGATIONS SHALL BE REPORTI THE CONTRACTOR BY MEANS OF OFFERING A I THE ABOVE STATED REQUIREMENTS HAVE BEEN 	THE SITE THE INST RED BY T ED IMMED BID SHALI	AND VERIF FALLATION HE CONTR IATELY TO	Y ALL GRADES PRIOR TO ACTOR DURING THE ARCHITE	S, ; ;;	D D/(Ø) DEMO DTL DIF DIM DS DWG DF	door diameter demolish, (demolition) detail diffuser dimension down spout drawing drinking fountain
 8. THE CONTRACTOR SHALL ENSURE THAT ALL CO LOCKABLE. SECURITY OF CONSTRUCTION SITE THE CONTRACTOR. 	NSTRUCTI			OF	E EA EF EW ELEC	east each each face each way electric(al)
9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY T CONDITIONS THAT ARE IN CONFLICT WITH GRAD OBTAIN CLARIFICATION BEFORE PROCEEDING WI	NG OR N	NEW CONS)	EL ELEV EQV EXIST/(E) EXT	elevation elevator equivalent equal existing exterior
 10. THE CONTRACTOR SHALL TAKE THE NECESSAR THE AIR QUALITY AND DUST CONTROL FOR THI CONTRACT PERIOD. AND SHALL COMPLY WITH A FOR DUST AND EROSION CONTROL, INCLUDING CONTROL DUST DURING NON-WORK HOURS / 11. THERE ARE NO TRENCHES OR EXCAVATIONS 5 	E ENTIRE ALL LOCAI ALL MEA DAYS.	DURATION L AND STA SURES NE	OF THE NTE REGULATIO CESSARY TO	NS	FOC FOM FOS FIN FA FE FHMS FHWS FLR	face of concrete face of masonry face of studs finish(ed) fire alarm fire extinguisher flathead machine screv flathead wood screw floor(ing)
WHICH A PERSON IS REQUIRED TO DESCEND. OR MORE IN DEPTH ARE REQUIRED, OBTAIN AN FROM THE STATE OF CALIFORNIA DIVISION OF OF A BUILDING OR GRADING PERMIT.	IF TRENC ND PAY F	HES OR E OR NECES	XCAVATIONS 5 SARY PERMIT		FD FLUR FRP FTG FUR FV	floor drain fluorescent fiberglass resistant par footing furred field verify
12. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL APPROVALS FOR ALL WORK THAT OCCURS IN A EASEMENT. THE COST OF PERMITS SHALL BE I TO CONTRACTOR BY THE DISTRICT.	ANY PUBL	LIC RIGHT-	OF-WAY AND		GA GALV GLB GYP	gage, (gauge) galvanized glue lam beam gypsum
13. THE ADEQUACY AND SAFETY OF ERECTION BR/ TEMPORARY SUPPORTS, ETC. IS THE SOLE RES AND HAS NOT BEEN CONSIDERED BY THE ARC	SPONSIBIL	ITY OF TH	E CONTRACTOR	۲,	H HDWR HVAC HC HM HP	height hardware heating/ventilating air conditioning hollow core hollow metal horsepower
14. THE CONTRACTOR SHALL FURNISH AND INSTAL AREA, CONSTRUCTION PERSONNEL ONLY" AT AI CONSTRUCTION PHASE.					HORIZ INCL INFOR INSUL	include(d), (ing) information insulat(e), (ion)
15. A DSA APPROVED TESTING LABORATORY DIRECT (OWNER) SHALL CONDUCT ALL THE REQUIRED PROJECT.				E	INT KCPL LAB LB LAM	interior Keene's cement plaster length laboratory lag bolt laminate

OXNARD SCHOOL DISTRICT CAULIFFE ELEMENTARY SCHOOL EN FLEX CLASSROOM BUILDING ADDITION 3300 VIA MARINA AVE, OXNARD CA 93035

REVIATION	S		AP	PLICAE	GENERA			
MC MH MAT'L MAX MECH MED MT MIN MIN MIN MISC MKBD N (N) NOM NIC NTS OC OPN'G OVHD OL OL OL OC OS OPN'G OVHD OL OL OL OL OL P PH PH PBD PED PL PL PL PL PL PL PL PL PL PL PL PL PL	mineral core manhole material(s) maximum mechanic(al) medium mosaic tile metal minimum miscellaneous marker board north new nominal not in contract not to scale on center overflow scuppe opening overhead occupant load paint panic hardware particle board pedestal plastic laminate plate plywood panel polyvinyl chlorid radius reconstruction reference register relocatable required return air roof drain room reconstruction rough opening return register south safety glass schedule section service sink similar solid core square footage specification(s) square staines steel stain standard steel storage storage storage	note N note N N N N N N N N N N N N N N N N N N N	PART 1 2016 CAL CART 2 2016 CAL (2015 INT COUNCIL, PART 3 2016 CAL (2014 NA ART 4 2016 CAL (2014 NA ART 5 2016 CAL (2015 UN PART 5 2016 CAL (2015 UN PART 5 2016 CAL (2015 UN PLUMBING PART 6 2016 CAL (2015 UN PLUMBING PART 7 VACANT PART 8 2016 CAL (2015 IN COUNCIL) PART 10 2016 CAL (2015 IN COUNCIL) PART 11 2016 CAL (2015 IN COUNCIL) PART 12 2016 CAL (2015 IN COUNCIL) PART 11 2016 CAL (2015 IN COUNCIL) PART 12 2016 CA PART 13 AUTOMATIO IFPA 13 AUTOMATIO IFPA 13 AUTOMATIO <th>IFORNIA BUILDIN IFORNIA BUILDIN ERNATIONAL BU WITH CALIFORN IFORNIA ELECTRI ON (NFPA) IFORNIA ELECTRI ON (NFPA) IFORNIA ELECTRI ON (NFPA) IFORNIA ELECTRI ON (NFPA) IFORNIA PLUMB IFORNIA PLUMB IFORNIA PLUMB IFORNIA PLUMB IFORNIA FIRE C IFORNIA ENERG IFORNIA FIRE C ERNATIONAL FIR IFORNIA FIRE C IFORNIA FIRE C IFORNIA FIRE C IFORNIA FIRE C IFORNIA REFER PLICABLE STANE C SPRINKLER S E SYSTEMS (CA IICAL EXTINGUIS ICAL EXTINGUIS ICAL EXTINGUIS ICAL EXTINGUIS IRE MAINS (CA FIRE ALARM CO E UL STANDARD R AND OTHER O R AND O R AND O R AND O R AND O R AND O</th> <th>YSTEMS (CA AMENDED) AMENDED) GHING SYSTEMS AMENDED) DDE (CA AMENDED) 1971 FOR "VISUAL DEV OPENING PROTECTIVES DF FLOOR</th> <th colspan="3">CENERA PROJECT CONSISTS OF: 1. NEW 40' X 72' MODULAR CLASS BUILDINGS BY SILVER CREEK (P TWO KINDERGARTEN CLASSROOM STUDENT TOILET ROOMS. 2. ALL SITE DEMOLITION WORK AS OF NEW CLASSROOM BUILDINGS, RE-CONNECTION AND RE-COMPA 50' X 6'-0" DEPTH ON 4'-0" RECOMPACTION TO 95% COMPAC OVER EXCAVATION SHALL BE E BEYOND THE OUTSIDE EDGE OF AS PER SOILS REPORT RECOMM 4. INSTALLATION OF ALL THE UTILIT BUILDING A ELECTRICAL B. WATER C. SEWER D. LOW VOLTAGE E. FIRE WATER F. FINAL CHLORINATION OF PLI 5. SITE GRADING AND DRAINAGE AF 6. CONCRETE FOUNDATION, RAT SL MANUFACTURING FOUNDATION DF 7. INTERIOR AND EXTERIOR BUILDIN 8. INSTALLATION OF BUILDING EVAC CAMPUS FIRE ALARM SYSTEM. 9. LOW VOLTAGE CONDUIT, WIRING CONNECTION TO EXISTING CAMPU 10. BUILDING GROUND WELL AND GF 11. SITE INSTALLATION OF TREMCO F</th>	IFORNIA BUILDIN IFORNIA BUILDIN ERNATIONAL BU WITH CALIFORN IFORNIA ELECTRI ON (NFPA) IFORNIA ELECTRI ON (NFPA) IFORNIA ELECTRI ON (NFPA) IFORNIA ELECTRI ON (NFPA) IFORNIA PLUMB IFORNIA PLUMB IFORNIA PLUMB IFORNIA PLUMB IFORNIA FIRE C IFORNIA ENERG IFORNIA FIRE C ERNATIONAL FIR IFORNIA FIRE C IFORNIA FIRE C IFORNIA FIRE C IFORNIA FIRE C IFORNIA REFER PLICABLE STANE C SPRINKLER S E SYSTEMS (CA IICAL EXTINGUIS ICAL EXTINGUIS ICAL EXTINGUIS ICAL EXTINGUIS IRE MAINS (CA FIRE ALARM CO E UL STANDARD R AND OTHER O R AND O R AND O R AND O R AND O R AND O	YSTEMS (CA AMENDED) AMENDED) GHING SYSTEMS AMENDED) DDE (CA AMENDED) 1971 FOR "VISUAL DEV OPENING PROTECTIVES DF FLOOR	CENERA PROJECT CONSISTS OF: 1. NEW 40' X 72' MODULAR CLASS BUILDINGS BY SILVER CREEK (P TWO KINDERGARTEN CLASSROOM STUDENT TOILET ROOMS. 2. ALL SITE DEMOLITION WORK AS OF NEW CLASSROOM BUILDINGS, RE-CONNECTION AND RE-COMPA 50' X 6'-0" DEPTH ON 4'-0" RECOMPACTION TO 95% COMPAC OVER EXCAVATION SHALL BE E BEYOND THE OUTSIDE EDGE OF AS PER SOILS REPORT RECOMM 4. INSTALLATION OF ALL THE UTILIT BUILDING A ELECTRICAL B. WATER C. SEWER D. LOW VOLTAGE E. FIRE WATER F. FINAL CHLORINATION OF PLI 5. SITE GRADING AND DRAINAGE AF 6. CONCRETE FOUNDATION, RAT SL MANUFACTURING FOUNDATION DF 7. INTERIOR AND EXTERIOR BUILDIN 8. INSTALLATION OF BUILDING EVAC CAMPUS FIRE ALARM SYSTEM. 9. LOW VOLTAGE CONDUIT, WIRING CONNECTION TO EXISTING CAMPU 10. BUILDING GROUND WELL AND GF 11. SITE INSTALLATION OF TREMCO F		
	system top & bottom tongue & groo tackboard telephone television thickness threshold through top of wall typical unless otherwis urinal vertical vertical verify in field vinyl compositi vinyl tile	ove se noted on tile	NUMBER OF STORI	ES: ONE	ECT DATA		SHEET (1) DEMOLITION (1) RECONSTRUCE (1) DRAWING REV NORTH ARRON	NOTE TION /ISION
WSCT WC WG W/O WD/W WIC	wainscot water closet west wire glass with without wood Woodwork Institute of California		BUILDINGS HEIGHT: OCCUPANCY TYPE: CONSTRUCTION TYP SPRINKLERED: BUILDING AREA: CAPACITY:	15'-10" E E: V-B NO 2,880 SF. 134 OCCU			E GC W WOOLEY RD VIA MARINA AVE	FR DNZA
BC 2016							S BAVIEW KEEL AVE	FAT
RIOR WALLS NON-BEARING		BUILDING AREA (S					KETCH AVE	
0 WALLS TABLE 602	ACTUAL AREA	stories / height 1 / < 40'	9,500					W
					MECHANICAL BUDLONG & ASS 315 Arden Ave. Suite 23 Glendale, CA 91203 TEL: (818) 638–8780 Email: victor@budlong.com Contact: Victor Jons		ELECTRICAL ENGINE BUDLONG & ASSOCIATE 315 Arden Ave. Suite 23 Glendale, CA 91203 TEL: (818) 638–8780 Email: victor@budlong.com Contact: Victor Jons	

L SCOPE OF WORK

SROOM BUILDING PLACEMENT AND INSTALLATION OF PC # 04-114027). CLASSROOM BUILDING CONSISTING OF MS, ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPANT

SHOW ON DRAWING AND AS REQUIRED FOR INSTALLATION , INCLUDING REMOVING OF TREES, AND LANDSCAPES AND ING OF IRRIGATION LINES IN AND AROUND BUILDING AREA.

PACTION AS PER SOILS REPORT AND SOIL ENGINEER, 82' X BELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND CTION IN ACCODANCE TO ASTM D1557 MAX. DRY DENSITY. EXTENDED LATERALLY TO A DISTANCE OF 5 FEET LATERALLY THE FOUNDATION FOOTPRINT. PROVIDE GEO-GRID REINF. MENDATION.

TIES TO NEW BUILDING AND FINAL CONNECTION TO MODULAR

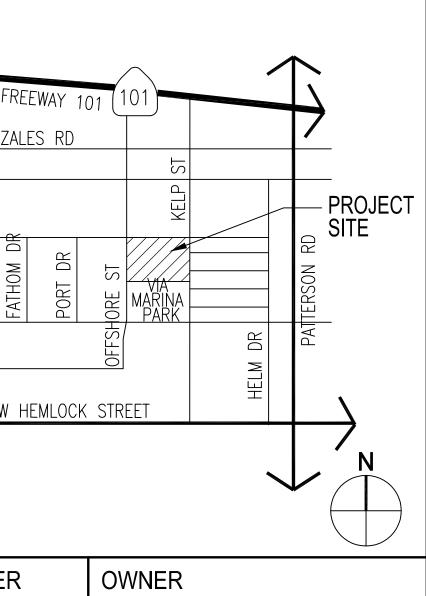
LUMBING SYSTEM

- ROUND BUILDING AND NEW PAVING AROUND BUILDING $\overset{}{\longrightarrow}$ LAB, AND VENTING FOR MODULAR BUILDING AS PER RAWINGS, INCLUDING METAL GRATES. ING SIGNAGE.
- C. & FIRE ALARM SYSTEM AND CONNECTION TO EXISTING
- AND OUTLETS IN NEW CLASSROOM BUILDING AND PUS SYSTEM.
- ROUNDING RODS AND CONNECTIONS.
- ROOFING FOR NEW MODULAR CLASSROOM BUILDING.

YMBOLS LIST

- > DETAIL SHOWN & REFERENCE
- TION LINES
- ON NOTE
- SION NUMBER

ICINITY MAP



IC.	OWNER OXNARD SCHOOL DISTRICT
	1051 SOUTH A STREET OXNARD, CA 93030 TEL: (805) 385–1501

A0.01 TITLE SHEET

ARCHITECTURAL

- A0.02 ABBREVIATIONS, SYMBOL LIST, NOTES AND LEGENDS A1.00 OVERALL SITE PLAN
- A1.01FA SITE PLAN FIRE ACCESS A1.02 PARTIAL DEMOLITION SITE PLAN
- A1.03 PARTIAL RECONSTRUCTION SITE PLAN
- A1.04 SITE FENCE, GATE & PAVING DETAILS
- SIGNAGE DETAILS A1.05
- FLOOR PLAN A2.01
- A3.01 EXTERIOR AND INTERIOR ELEVATIONS, & DETAILS

<u>PLUMBING</u>

PLUMBING FRONT SHEET P.1 P.2 PLUMBING SITE PLAN

ELECTRICAL ELECTRICAL FRONT SHEET E1.0 E-1.1 ELECTRICAL SINGLE LINE DIAGRAM E-2.0 ELECTRICAL SITE PLAN

- E-2.1 ELECTRICAL FLOOR PLAN E-3.0 ELECTRICAL DIAGRAMS FIRE ALARM FA-1.0 FIRE ALARM FRONT SHEET
- FA-1.1 FIRE ALARM RISER DIAGRAM & CALCS. FA-2.1 FIRE ALARM FLOOR PLAN

MANUFACTURER'S DRAWINGS ARCHITECTURAL

- ↓A-0 COVER SHEET
- T&IFORMS A-OA 🛛 A-0.0 BUILDING OPTIONS SCHEDULE
- ∖ A−0.1 SYMBOLS LEGEND, ABBREVIATION,
- AND ADA SIGNAGE A-0.2 SCHEDULES
- TYPICAL KEY PLANS- 24' TO 120'X40' A-0.3 A-0.6D ENERGY CALC'S- ELC FORMS-120'X40' BUILDING
- │A-0.6E ENERGY CALC'S- LTO/MCH FORMS-120'X40' BUILDING
- A-0.6F ENERGY CALC'S- LTI FORMS-
- 120'X40' BUILDINGS A-0.7 DESIGN ENERGY VALUES BY ZONE &
- CALGREEN SPECIFICATIONS │ A-1.03 FLOOR PLAN- 48' TO 120'X40'
- A-2.03 REFLECTED CEILING PLAN 48' TO
- 120'X40' A-2.20 CEILING DETAILS - T-GRID
- A-2.21 CEILING DETAILS HARD LID A = 3.33 ROOF PLAN – PARAPET – MONO
- SLOPE 48' TO 120'X40'
- A-3.80 ROOF DETAILS- TPO ROOF A = 4.23 EXTERIOR ELEVATIONS – MONO OR
- DUAL SLOPE 48' TO 120'X40'
- (PARAPFT) A-5.01 CROSS SECTION - MONO SLOPE -0.018", B.U., OR TPR ROOF DECK OR
- PARAPET 7 A-5.05 CROSS SECTION
- A-5.51 ARCHITECTURAL DETAILS WOOD
- STUD PLASTER A-5.70 ARCHITECTURAL DETAILS – FLOOR
- 🗙 A–5.80 ARCHITECTURAL DETAILS –
- MISCELLANEOUS/OPTIONS ↓ A-5.81 ARCHITECTURAL DETAILS -
- MISCELLANEOUS/OPTIONS
- A-6.03 INTERIOR ELEVATIONS 48' TO 120'X40'

STATEMENT OF

GENERAL CONFORMANCE

APPLICATION NO 03-118732 FILE NO 56-22 THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF ANY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTION 17302 AND 81138 OF THE EDUCATION CODE AND SECTION 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1, SECTION 4-317 (B).

- SIGNATURE OF
- PLANS & SPECIFICATIONS
- THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS DESIGNATED WITH A PC# 04-114027 HAVE BEEN PREPARED BY OTHER

DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED BY ME.

THE ITEMS DESIGNATED WITH A PROVIDENT PC# 04-114027 HAVE BEEN COORDINATED WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE

INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE (OR FOR WHICH I HAVE BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.)

I FIND THAT ALL DRAWINGS OR SHEETS LISTED ON THGE COVER SHEET INDEX ARE IN GENERAL CONFORMANCE WITH THE PROJECT DESIGN INTENT AND HAVE BEEN COORDINATED WITH THE PROJECT PLANS AND SPECIFICATIONS.

Michael P. Stahlheber, AlA

License Number

oril 30, 2019

- STRUCTURAL "HIGH SEISMIC" -- SEISMIC Ss UP TO 2.80G --S-0.1 STRUCTURAL SPECIFICATIONS S-1.11 FLOOR FRAMING PLAN - CONCRETE FI OOR > S-1.60 FLOOR FRAMING DETAILS - CONCRETE FLOOR S-2.03 ROOF FRAMING PLAN - PARAPET - MONO SLOPE S-2.50 ROOF FRAMING DETAILS - MONO SLOPE S-2.60 ROOF FRAMING DETAILS S-2.70 ROOF FRAMING DETAILS - PARAPET S-2.90 ROOF FRAMING DETAILS - TRUSS S-3.01 BUILDING SECTION - MONO SLOPE ROOF S-5.00 WALL FRAMING ELEVATIONS - WOOD STUDS S-5.10 WALL FRAMING DETAILS - WOOD STUDS S-5.11 WALL FRAMING DETAILS - WOOD STUDS PLUMBING P-1.01 PLUMBING DETAILS AND SCHEDULE MECHANICAL MECHANICAL NOTES, SCHEDULES AND √M−0.1 DETAILS 🖓 M-4.01 MECHANICAL PLAN - ROOF MOUNT - 48' TO 120'X40' M-4.02 MECHANICAL ROOF PLAN - ROOF MOUNT - 48' TO 120'X40' ELECTRICAL E-1.03 ELECTRICAL PLAN - 48' TO 120'X40' SITE SPECIFIC SHEETS A-ON COVER SHEET A-0.2N SCHEDULES ∖A−1.03N FLOOR PLAN - 48' TO 120'X40' 🖓 A-2.03N REFLECTED CEILING PLAN - 48' TO 120'X40' A-4.23N EXTERIOR ELEVATIONS - MONO DUAL
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- TO 120'X40' M−4.02N MECHANICAL ROOF PLAN – ROOF MOUNT
- 48' TO 120'X40' \square E-1.03N ELECTRICAL PLAN - 48' TO 120'X40'
- $\sqrt{P-1.02N}$ PLUMBING ISOMETRICS
- │M-4.01N MECHANICAL PLAN ROOF MOUNT 48'

SHEET INDEX

FOUNDATION

-- SEISMIC Ss UP TO 2.80G --

GRADE

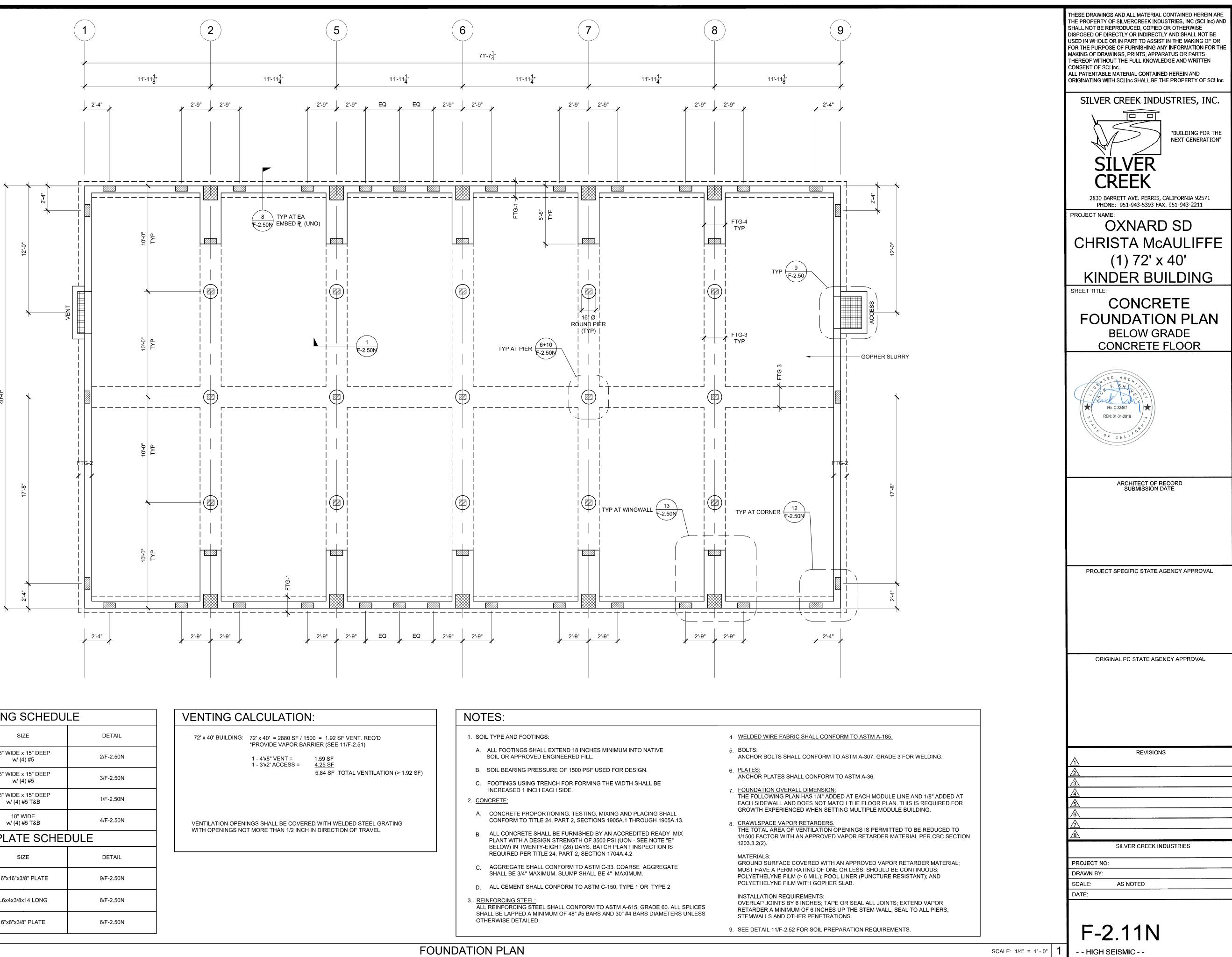
F-2.11 CONCRETE FOUNDATION PLAN – BELOW

GRADE – CONCRETE FLOOR

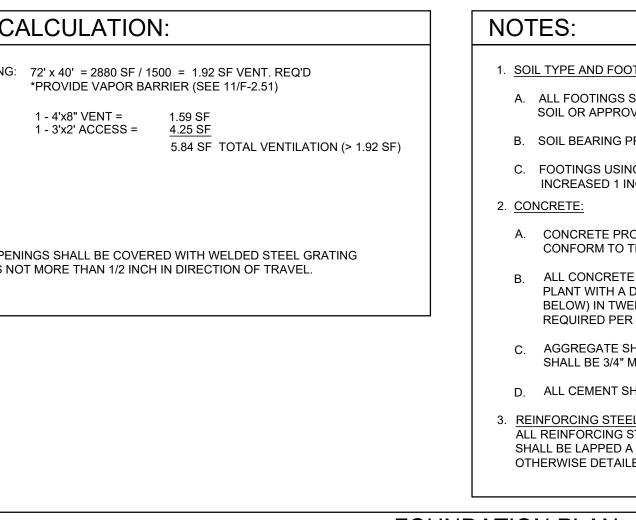
F-2.51 FOUNDATION DETAILS - CONCRETE

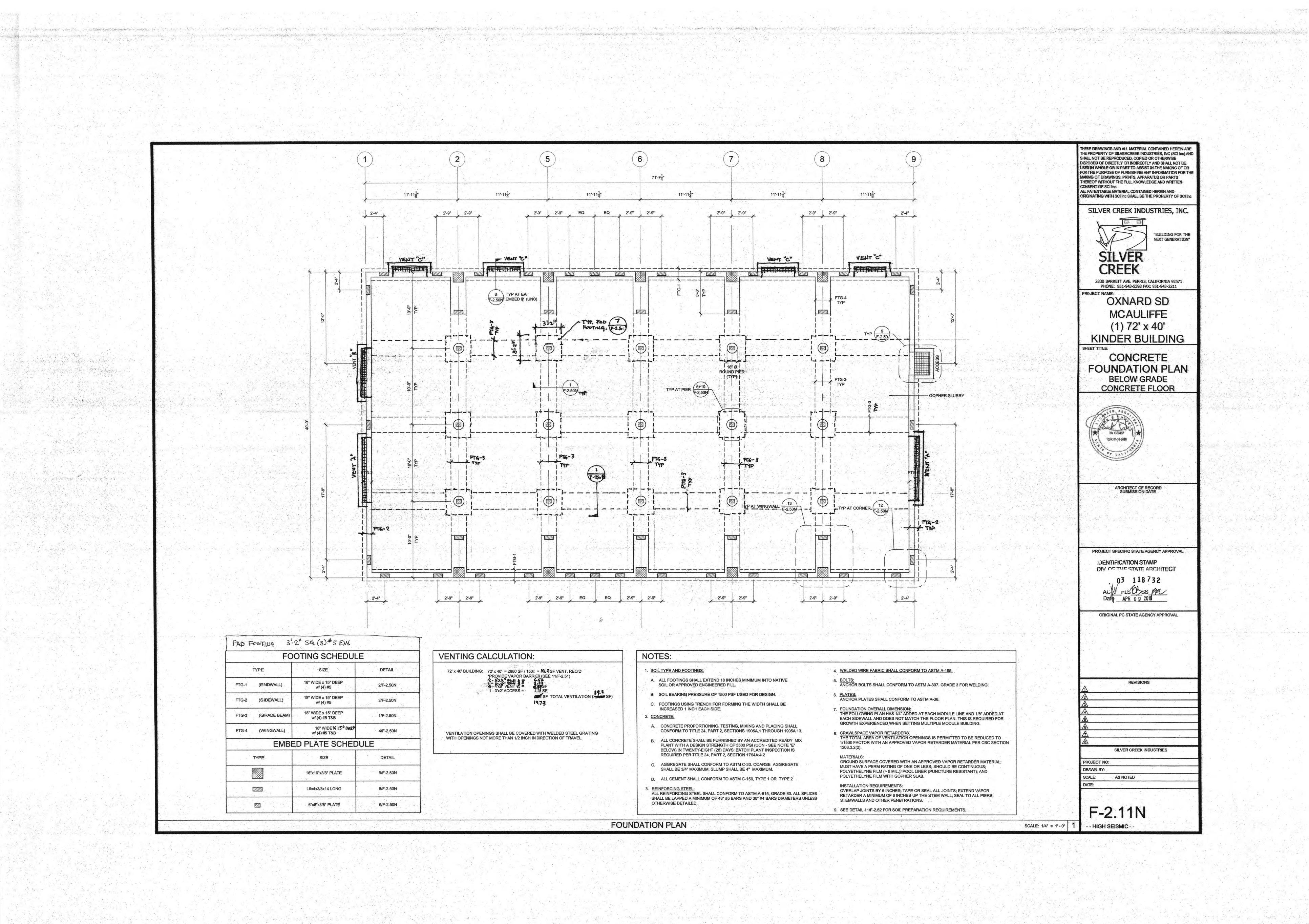
F-2.50 CONCRETE FOUNDATION DETAILS - BELOW

FLEWELLIN	IG & MOODY
	lanning interiors
HEADQUAR	TERS OFFICE:
Los Angel	o Blvd, Suite 200 es, CA 90041
	FAX 323.543.8198 a@flewelling-moody.com
ANTELOPE V	ALLEY OFFICE:
	ncaster Boulevard California 93534
	FAX 661.949.2843 r@flewelling-moody.com
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	FOOTING SCHEDULE									
TYPE	SIZE	DETAIL		72' x 40' BUILI						
(ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N								
(SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N								
(GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N								
(WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N		VENTILATION WITH OPENING						
EMB	ED PLATE SCHEE	DULE		WITTOFENIN						
TYPE	SIZE	DETAIL								
	16"x16"x3/8" PLATE	9/F-2.50N								
	L6x4x3/8x14 LONG	8/F-2.50N								
	6"x8"x3/8" PLATE	6/F-2.50N								
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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate McAuliffe Elementary School, located at 3300 Via Marina Avenue, Oxnard, California 93035 (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 1H 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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. <u>Construction.</u> 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Preconstruction Services.</u> 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. <u>Project</u>. 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. <u>Project Manual</u>. 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. <u>Site</u>. 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. <u>Site Lease</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

- J. <u>Specifications</u>. 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. <u>Subcontractor</u>. 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. <u>Sublease</u>. 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. <u>Sublease Payments.</u> 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. <u>Tenant Improvement Payments.</u> 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 Trustees, 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

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No</u> <u>Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five</u> <u>Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (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 was 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

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to 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 guotes 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.).

- 7 -

OXNARD SCHOOL DISTRICT

McAuliffe Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

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. 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 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

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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.
- 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");

- 9 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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, make 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 but are in a location. 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.

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 <u>Patrick Waid</u> as Project Manager/Superintendent for the Project. So long as <u>Patrick Waid</u> 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.

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 open 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 Proiect. 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

- 13 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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) <u>Found Not to be Hazardous Materials</u>. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do <u>not</u> 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

- 14 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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 LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suote #106 Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

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

THE DISTRICT

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

a. tranz By: Michael T. Viola By: Lisa A. Franz Title: CEO Title: Director, Purchasing Date: 11-28-17 Date: 11/8/2017

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

EXHIBIT B

Oxnard School District – McAuliffe ES New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. 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.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

2. Professional Constructability Review

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 22 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

November 1, 2017

McAuliffe Elementary School New Addition

3. Value Engineering Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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 specifications 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.

- 23 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 24 -

OXNARD SCHOOL DISTRICT

McAuliffe Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

- 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.

Viola Inc.:

Title: CEO

Date: 11/8/2017

By: Michael T. Viola

- 25 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

a California school district:

OXNARD SCHOOL DISTRICT,

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11 - 28 - 17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2017

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	acme	andal	•	CONTA	^{CT} Debbie	Trwin				
Tolman & Wiker Insurance Ser	vice	s L	LC #0E52073	NAME: PHONE	(805)	585-6100	FAX (A/C, No): (805) 5	85-6200		
Tolman & Wiker Insurance Services LLC #0E52073 PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 196 S. Fir Street E-MAIL ADDRESS: dirwin@tolmanandwiker.com										
PO Box 1388				ADDRE				NAIC #		
Ventura CA 930	002-	138	8	INSUDE	21121					
Ventura CA 93002-1388 INSURER A: Westchester Fire Ins Co 21121 INSURED INSURER B: West American Ins Co 44393										
Viola Inc.								22314		
P. O. Box 5624	INSORECTADOL INDEMILLY CO							010120		
				INSURE						
Oxnard CA 930)31			INSURE	RF:					
COVERAGES CER	TIFIC	ATE	NUMBER:17/18 GL/	AU/XS	/WC -		REVISION NUMBER:			
INDICATED. NOTWITHSTANDING ANY RE	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				BEEN F			۹ ۹			
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							EACH OCCURRENCE \$	1,000,000		
							PREMISES (Ea occurrence) \$	50,000		
X Owners & Contractors			G22012782012		4/1/2017	4/1/2018	MED EXP (Any one person) \$	5,000		
]			Excludes all				PERSONAL & ADV INJURY \$	1,000,000		
			WRAP/OCIP Work				GENERAL AGGREGATE \$	2,000,000		
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG \$	2,000,000		
AUTOMOBILE LIABILITY			· · ·····				COMBINED SINGLE LIMIT \$	1 000 000		
							(Ea accident) BODILY INJURY (Per person) \$	1,000,000		
B ANY AUTO ALL OWNED SCHEDULED	- 1		DDD (10) ECAA034E		4/1/0017	4/1/0010	BODILY INJURY (Per accident) \$			
AUTOS AUTOS NON-OWNED	BAA (18) 56449245		BAA (10) 50449245	4/1/2017	4/1/201/	4/1/2018	PROPERTY DAMAGE			
HIRED AUTOS AUTOS							(Per accident)			
UMBRELLA LIAB X OCCUR							Drive other car EACH OCCURRENCE \$	4,000,000		
							AGGREGATE \$	4,000,000		
C X CLAIMS-MADE			NHA242238		4/1/2017	4/1/2018	S S	4,000,000		
WORKERS COMPENSATION	1						X PER OTH- STATUTE ER			
AND EMPLOYERS' LIABILITY	[((E.L. EACH ACCIDENT \$	1,000,000		
D OFFICER/MEMBER EXCLUDED?	N/A		7600000614171		1/1/2017	1/1/2018	E.L. DISEASE - EA EMPLOYEE \$	1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	•					• •	•			
Re: McAuliffe Elementary Scho										
GL: Oxnard School District, i representatives are Additiona										
GL: A Waiver of Subrogation i			_			-		This		
insurance is Primary & Non-Co								r the		
(GL) GLE00070196 and (AU) CA0	0010	0306	. Endorsements a	pply	only when	n require	d by written contract	during		
the policy term.				. <u> </u>		······		I		
CERTIFICATE HOLDER			1	CANC	ELLATION					
				SHOL			ESCRIBED POLICIES BE CANCELL			
Oxnard School District				THE	EXPIRATION	DATE THE	REOF, NOTICE WILL BE DEL			
1055 South C Street				ACCO	ORDANCE WI	TH THE POLIC	Y PROVISIONS.			
Oxnard, CA 93030				AUTHOR	TED DEDBECC	ATATIVE				
				AUTHOR	IZED REPRESEN	TAIVE	.			
			·	Grea	Anderson	/DEBBII	Dugong Conde	san		
							ORD CORPORATION. All righ			

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola	a, Inc., M&T Concrete, Inc	2.	Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of In Westchester Fire	surance Company) e Insurance Company	L	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

. Produce

Strain .

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

001450

275

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The estimated premium for this Cova. erage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/6	'18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Academic Enrichment Special Education Support Services Personnel Legal X Facilities	
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Re	ading 2 nd Reading	

Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to adjust costs for the Ritchen Elementary School New Addition (Penanhoat/Fateh/CFW)

The schedule for the Ritchen Kinder-Flex project was accelerated to enable the building to be available for use in Fall, 2018. To maintain the schedule, the general contractor needed to get sub-contractor bids before final DSA approval of the drawings. The foundation vents added in Allocation #1 were added by DSA during final plan check, and thus were not in the general contractor's bid.

Allocation No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 Concrete for Added Vent with the following scope of work.

 PCO #002 Concrete for Added Vent – In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use Silver Creek structural drawings and details to determine the extent of concrete, rodent slab, venting and metal grates for the Modular Building. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by Silver Creek on sheet F2.11N.

FISCAL IMPACT

<u>Eleven Thousand Eight Hundred Fifty-Four Dollars and Seventy-One Cents</u> (\$11,854.71) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to provide Construction Services related to the Ritchen Elementary School New Addition.

ADDITIONAL MATERIAL

Attached:

- Allocation #001, Viola Incorporated (2 Pages)
- PCO #002 (9 Pages)
- Construction Services Agreement #17-218 (30 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 6, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 001

PROJECT: Ritchen Elementary School New Addition O.S.D. BID No. N/A O.S.D. Agreement No.17-218 OWNER:

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

ARCHITECT Flewelling and Moody Architects 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041

CONTRACTOR:

Viola Inc. P.O. Box 5624 Oxnard, CA 93031 Attn: Pat Waid

Architects Proj. No.: 2781-200 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-118730

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	\$ 20,000.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$ 0.00
ADJUSTED CONTINGENCY SUM	\$ 20,000.00
NET CHANGE	\$ 11,854.71
Total Contingency Allocations to Date:	\$ 11,854.71
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001	\$ 8,145.29

ltem	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 #002 – Concrete for Added Vent			\$11,854.71	
2.					
3.					
4.					
5.					
	Totals			\$11,854.71	
			oval No. 001		·
<u>APPR</u>	<u>OVAL</u> (REQUIRED):				
	ARCHITECT:			DATE:	
	CONTRACTOR:			DATE:	
RECO	MMENDED FOR APPROVA	<u>AL:</u>			
Assis	tant Superintendent, Busin	ess & Fiscal S	Services	DATE:	
<u>APPR</u>	<u>OVAL</u> (REQUIRED):				
BOAR	RD APPROVAL			DATE:	
PURC	HASING DIRECTOR:			DATE:	



PCO #002

Viola Incorporated PO BOX 5624 Oxnard, California 93031 Phone: (805) 487-3871 Fax: (805) 487-3870 Project: 17-26 - Ritchen Elementary School New Addition 2200 Cabrillo Way, Oxnard CA Oxnard, California 93030 Phone: 805-487-3871

Prime Contract Potential Change Order #002: CE #002 & 003 - Added Vent Frame

	_	-	
TO:	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	FROM:	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - Ritchen Elementary School New Addition Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Justine Legaspi (Viola Inc.)
STATUS:	Pending - In Review	CREATED DATE:	4/30 /2018
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$11,854.71

POTENTIAL CHANGE ORDER TITLE: CE #002 & 003 - Added Vent Frame

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Added Vent Frame

CE #003 - Concrete for Added Vent

In accordance with Description of Work Note #6 on sheet A0.01 of each of the projects, Viola Inc was directed to use SilverCreek structural drawings and details to determine the extent of concrete, rodent slab, venting, and metal grates for Modular Buildings. After we received the DSA plan check corrections, additional vents, concrete, and gratings were identified that were not in the original drawings by SilverCreek on sheet F2.11N

ATTACHMENTS:

Ritchen Plans Sheet A0.01.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.0.pdf __F-2.11N: CONCRETE FOUNDATION PLAN Rev.1.pdf __Ritchen DJS CO#1 added vents.pdf __Ritchen PCO #2.pdf

#	Cost Code	Description	Туре	Amount
1	05-50-00 - Metal Fabrications	Added Vent Frames	Commitment	\$ 3,920.00
2	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 294.00
3	03-00-00 - Concrete		Commitment	\$ 6,857.00
4	01-01-30 - Contractor Fee	Viola Mark Up	Other	\$ 514.28
5	01-01-20 - Insurance	Viola Mark Up	Other	\$ 102.86
6	01-01-10 - Bond	Viola Mark Up	Other	\$ 68.57
7	01-01-20 - Insurance	Viola Mark Up	Other	\$ 58.80
8	01-01-10 - Bond	Viola Mark Up	Other	\$ 39.20
			Subtotal:	\$11,854.71
			Grand Total:	\$11,854.71



Mike Stahlheber (Flewelling & Moody) 815 Colorado Blvd Suite 200 Los Angeles California 90041 **Oxnard Unified School District** 1051 South A Street Oxnard California 93030 Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California 93031

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Viola Incorporated

page 2 of 2

Printed On: 5/16/ 2018 10 :46 AM

DATE

emailed Photo/Vian 4.30

GOLD COAST ERECTORS, INC.

Structural Steel, Certified Welding, Seismic Retrofit, Rigging Contractors License # C-51 698200 (805) 987-6334 Ph/(805) 987-5315 Fax



WORK ORDER #1

Date: 4-2-2018

Contractor: VIOLA CONSTRUCTION

Project KINDERFLEX RITCHEN

We authorize GOLD COAST ERECTORS, INC. to proceed with the following EXTRA WORK ORDER:

Job Description: ADDED VENT FRAME PER F-2.11N DETAIL 10/F-2.50 FURNISH FOB JOBSITE GALVANIZED STEEL FRAMES W/ GRATING 2-TYPE A VENT FRAMES 1-TYPE B VENT FRAME 4-TYPE C VENT FRAMES

Hours NA

TOTAL \$ 3,920.00

Customer agrees to all above and agrees to make payment within 30 days of billing and authorizes their agent to sign this agreement.

CONTRACTOR REPRESENTATIVE _

DATE: _____

DJS Contracting, Inc.

General Contractor:

PO Box 5624

Viola Constructors

Oxnard, CA 93031

PO Box 941090 • Simi Valley, CA 93094-1090 Phone: (805) 584-2714 • Fax: (805) 584-2023 License # 776402

COST PROPOSAL	
Date	4/30/18
DJS COR #	1

Project 17-26 Ritchen Elementary School New Addition 3300 W Via Marina Ave Oxnard, Ca 93030 DJS Job:

Nononintion.	Plan change form Sliver Creek bid set of drawings dated 4-10-14 . Sliver Creek Structural plan sheet F-2.11N showe
Description:	1 each 4' x8" vent per detail 9&10 / F-2.50. DSA approved drawings stamped April 09, 2018 plan sheet F-2.11N
	has been revised to include 2 each 6' x8" vent and 3 each 8' x8" vents. Additional 24 lft. Of vents

Job:

LABOR CHARGES

DATE	CLASSIFICATION	DESCRIPTION	NO.	TYPE	HRS	TOT. HRS	RATE	TOTAL
	Carpenter Journeyman	Layout excavation and grade check for Excavator	1	ST	5.00	4.00	\$ 67.63	\$ 270.52
	Carpenter Journeyman	Formwork installation of 24 lft. X 30" tall vent wall per detail 10/F-2.50	3	ST	12.00	36.00	\$ 67.63	\$ 2,434.68
	Carpenter Journeyman	Set 1-1/4" grate angle embeds	1	ST	4.00	4.00	\$ 67.63	\$ 270.52
	Labor	Install reinforcing steel	1	ST	4.00	4.00	\$ 65.75	\$ 263.00
	Cement Finisher	Place and finish concrete	1	ST	3.00	3.00	\$ 66.67	\$ 200.01
	Labor	Place concrete	3	ST	1.75	5.25	\$ 65.75	\$ 345.19
	Labor	Strip vent wall concrete formwork	2	ST	3.00	6.00	\$ 65.75	\$ 394.50
	Cement Finisher	Plug and patch wall tie holes	1	ST	4.00	4.00	\$ 66.67	\$ 266.68
TOTAL L	ABOR							\$ 4,445.10

EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	F	RATE	Α	MOUNT
	Equipment	Excavator with operator (Additional excavation for added vents) 7.2 cubic yards	3.00	\$	155.00	\$	465.00
	Materials	Reinforcing steel for vent wall (64 lbs) included detailing, fabercation and delivery	45.00	\$	0.76	\$	34.20
	Materials	Vent wall form material 228 sqft (plywood, 2x4, wall ties & hadware)	161.00	\$	3.80	\$	611.80
	Materials	Ready mix Concrete (2.35 cubic yards) includes AB 219 Charge, environmental, short load and standby fees	1.70	\$	130.08	\$	221.14
	Equipment	JLS Concrete boom pump (28 meter) Includes operator	1.00	\$	185.00	\$	185.00
TOTAL	MATERIALS					\$	1,517.14

SUMMARY				
TOTAL LABOR COSTS			\$	4,445.10
MAI	RKUP	15.00%	\$	666.76
TOTAL MATERIAL & EQUIP. COSTS			\$	1,517.14
MAI	RKUP	15.00%	\$	227.57
SUBTOTAL			\$	6,856.57
				\$0.00
CHANGE ORDER TOTAL	:	\$	6,	857.00



DJS Contracting, Inc. Attn: Don Phone: (805) 732-2901 Email: djs@djscontracting.com

Date: January 8, 2018 Project: All Projects

These are the individual machine rates. Labor rates are listed below & must be added to quoted amounts.

Trailer Pumps up to 200' System: \$45.00 per hour Plus \$2.25 per yard

17 Meter (54') Boom: \$44.00 per hour plus \$2.25 per yard

28 Meter (90') Boom: \$55.00 per hour plus \$2.25 per yard

31 Meter (100°) Boom: \$60.00 per hour plus \$2.25 per yard

36 Meter (118') Boom: \$70.00 per hour plus \$2.25 per yard 39 Meter (127') Boom: \$ 80.00 per hour plus \$2.35 per yard

47 Meter (154') Boom: \$100.00 per hour plus \$2.50 per yard

58 Meter (188') Boom: \$160.00 per hour plus \$3.00 per yard

61 Meter (197') Boom: \$180.00 per hour plus \$3.00 per yard

63-Z Meter (204') Boom: \$225.00 per hour plus \$3.50 per yard

Special Application Equipment	S	pecial	Ap	plication	Equipment
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Tele	belt-110 \$135.00/hr	. plus \$2.75 yard-	ton /// ***Bo	bcat \$35.00 Per H	our (4 Hr. Minimu	m)***
20 Meter "Z"	28 Meter "Z"	31 Meter "Z"	36 Meter "Z"	38/40 Meter "Z"	47 Meter "Z"	52 Meter "2
\$75.00/hr \$2.50/y	d. \$75.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr \$2.50/yd.	\$90.00/hr\$2.50/yd.	\$125.00/hr\$2.75/yd.	\$135.00/hr\$3.0

There is a 4-hour minimum on the trailer pumps and boom pumps up to a size 31 Meter.

There is a 5-hour minimum on the Telebelts & 36 to 61 Meters. There is an 8-hr. minimum on the 63 Meter.

Labor	Straight Time	Over Time	Double Time
Operator	\$130.00	\$184.00	\$225.00
Oiler	\$123.00	\$172.00	\$210.00

Labor and machine rates will be charged for set up and washout. Set up times are one (1) hour for all pumps and washout is one (1) hour, minimum, for all pumps. Telebelt washouts are 1.5 hours. Washout time starts when all perishable product (concrete) is out of the boom and/or material off the belts.

An oller is required on 40 meter booms and larger and in certain situations, such as when the operator cannot see the pour from the pump or when safety is an issue. Please call for further details,

System will be charged at \$1.00 per foot beyond 50° of hose. Two men are required on hard rock pours over 200 feet. System delivery and/or setup will be charged at applicable labor rates.

Any special city permits required for pumps that are not supplied by the contractor, will be obtained by JLS at an additional fee. A \$30.00 Permit/Carb fee will be added to all invoices. Cancellation charges: 4 hour minimum on equipment and labor unless cancelled 3 hours before on job time. Contractor is required to provide a safe area for the pump to set up and an area to wash out that is environmentally acceptable to any and all appropriate government agencies. A \$375.00 fee will be added to the invoice for an off-site washout.

Customers are advised that concrete pumps are subject to occasional mechanical failure. JLS does not accept back charges, so if assured performance is required, standby pumps are available at the above quoted rates.

Per Union Labor Agreement: All labor, including iravel time "portal to portal" will be charged at a 4 or 8 hour minimum. All overtime will be billed at applicable rates. Work performed between 5:00 pm & 3:00 am and Saturdays will be billed at overtime labor rates. Sundays & Holidays are double time rates. The 63 meter will be billed with an 8-hour minimum on equipment & labor, for operator & oiler, "portal to portal". A 6% environmental surcharge will be added to each invoice. Labor rates good until 7/1/18. Terms are Net 30.

Proposed By:	Accepted By:
Dave Cook	Don
JLS Concrete Pumping, Inc.	DJS Contracting, Inc.

Associated Ready Mixed Concrete Inc.

4621 Teller Ave. Suite 130, Newport Beach, CA 92660-2165 Oxnard- To place your order call (805) 604-9895 or (800) PRE-MIXX

Quote Date: 4/25/2018

To: DJS CONTRACTING

Attn: LAUREN SIMINGTON

Quote Number:

13634 - 8

Note: Quotation expires sixty days from quote date. See "Acceptance" clause below Bid Date: 4/25/2018 Phone #: (805) 584-2714 Fax #: (805) 584-2023 Customer #: 46618 PO #:

PLE PLE PLE PLE PLE PLE PLE PLE PLE PLE	THIS THIS Product description Product description 1" NO ASH, 6.5 SK .50WC	Quotation is Firm Est. Quantity	Price**
66531 4000 PLE PLE PLE PLE PLE PLE PLE PLE	A TATA DE LA PETRONA DE LA	Est. Quantity	Price**
PLE PLE PLE PLE PLE PLE PLE PLE PLE PLE	17" NO ASH, 6.5 SK .50WC	1.0.0	
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm		100	\$96.00
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	ASE SEE AB219 PREVAILING WAGE CLAUSE BELOW		
Energy Charg Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm			
Environment Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	ased on 10 yrd min Load you		
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Dump Fe Escalation AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm		Please Add Approp	riate Sales Tax
AB219, Prevailin Wage, And Buyer Duti Short Load Standing Time After Norm	es: Dump Fees of \$15.00 per yard may apply to all returned concrete		
Wage, And Buyer Duti Short Load Standing Time After Norm	ns: ADD \$4.00 ON 10/1/18 PRICES EXPIRE ON	4/1/201	9
Duti Short Load Standing Time After Norm	g Buyer must inform supplier if this is an AB219 or Prevailing Wage Job. These jo		
Short Load Standing Time After Norm	's regardless of size, delivery charge. Standing time for these projects is charged at 5		
Standing Time	es: this project without notification of AB219 status will result in a charge of a \$2000		
Standing Time	also include a safe ingress and regress to the project site and a proper washout sta- ls: Any load delivered less than a full load will have a charge based on our current pr		
After Norm	considered to be nine yards. One short load will be allowed without charge daily		
After Norm			
	be charged at a rate of \$2.50 per minute.		
Delivery Hou	al Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM 3		
	rs: additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or b AM Monday will be charged an additional \$1250.00 service charge which include \$650 each.		
Delive	y: All deliveries are subject to availability of materials, trucking and labor. There is delivery. Seller is not responsible for any costs that might be incurred by Buyer d number. Prices subject to change due to drastic cost changes or components of co	ue to delays. Please	
Temperato	re: Pripes above are for concrete delivered at the ambient temperature, heating or chil		l itemized char
	cs: This job quotation is NOT BID as per plans and specs. The mixes quoted are not purpose, application or with regards to any particular type of soils environment. Of therefore seller cannot be responsible for variations in color, surface discoloration finished product caused by finishing techniques or job site conditions. Buyer's sele otherwise acknowledged in writing by Seller, is without the advice, consultation, of Seller, and Buyer assumes all risks related to the selection of the quoted mix for a super selection.	warranted for any p oncrete is a natural , popouts or variati- ction of the quoted ecommendation or	product ons in the mix, unless suggestion of
Service Char	get Buyer agrees to pay a service charge of 1 1/2, percent per month on any and all in or before the last day of the month following the date of delivery.		ot paid in full o
Acceptan	Additional charges may apply for orders cancelled or orders placed and then put of reference to be effective. Seller must receive Buyer's written acceptance at Se than 60 (sixty) days after the quote date, otherwise the quotation expires. NOTE: the time provided for under California UCC Section 2205(b). Orders placed on the	eller's address listed This offer is beld op	pen for less that
Buyer Acceptance			
	orders placed on this project constitute agreement Sales Agent D.		

OXNARD SCHOOL DISTRICT EMILIE RITCHEN ELEMENTARY SCHOOL KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION 2200 CABRILLO WAY, OXNARD CA 93030

	NOT	ES					ABBR
 ALL WORK SHALL CONFORM TO TITLE 24 CAL CHANGES TO THE APPROVED DRAWINGS AND ADDENDA OR CONSTRUCTION CHANGE DOCUM DIVISION OF THE STATE ARCHITECT, AS REQU TITLE 24, CCR. 	SPECIFICAT MENT (CCD)	IONS SHA	LL BE MADE ED BY THE	BY	A/C AC AD ADMIN AL AB APX ARCH ASPH AUTO	air conditi asphalt co area drain administra aluminum anchor bo approxima architectur asphalt automatic	oncrete tion It te re, (architectural)
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15. A DSA APPROVED TESTING LABORATORY DIRE (OWNER) SHALL CONDUCT ALL THE REQUIRE PROJECT.				ΗE	INSUL INT KCPL LAB LAB LAM LAV HB	insulat(e), (interior Keene's cer length laboratory lag bolt laminate lavatory hose bibb	(ion) ment plaster
		ΒL	JILDIN	G C O	DE AI	NALY	SIS - CB
	OCC.	CONST.	AUTO.	BASIC A	LLOWABLE ARE	A	EXTERIC
BUILDING NAME	GROUP	TYPE		A _t (SF)	STORI		EARING WALLS
			SPRINKLER				TABLE 601

3

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5

REVIATIONS APPLICABLE CODES **GENERAL SCOPE OF WORK** SHEET INDEX PART 1 2016 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, TITLE 24, mineral core A0.01 TITLE SHEET PROJECT CONSISTS OF: manhole C.C.R. MAT'L material(s) 1. NEW 40' X 72' MODULAR CLASSROOM BUILDING PLACEMENT AND INSTALLATION OF PART 2 2016 CALIFORNIA BUILDING CODE (CBC), TITLE 24 C.C.R. MAX maximum **ARCHITECTURAL** MECH mechanic(al) BUILDINGS BY SILVER CREEK (PC # 04-114027). CLASSROOM BUILDING CONSISTING OF (2015 INTERNATIONAL BUILDING CODE OF THE INTERNATIONAL CODE MED medium TWO KINDERGARTEN CLASSROOMS, ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPAN A0.02 ABBREVIATIONS, SYMBOL LIST mosaic tile COUNCIL, WITH CALIFORNIA AMENDMENTS) STUDENT TOILET ROOMS. AND LEGENDS MTL metal PART 3 2016 CALIFORNIA ELECTRICAL CODE (CEC), TITLE 24 C.C.R. minimum MIN 2. ALL SITE DEMOLITION WORK AS SHOW ON DRAWING AND AS REQUIRED FOR INSTALLATION A1.00 OVERALL SITE PLAN MISC miscellaneous (2014 NATIONAL ELECTRICAL CODE OF THE NATIONAL FIRE PROTECTION OF NEW CLASSROOM BUILDINGS, INCLUDING REMOVING OF TREES, AND LANDSCAPES AND A1.01FA SITE PLAN FIRE ACCESS MKBD marker board RE-CONNECTION AND RE-ROUTING OF IRRIGATION LINES IN AND AROUND BUILDING AREA ASSOCIATION (NFPA) A1.02 PARTIAL DEMOLITION SITE P PART 4 2016 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24 C.C.R. A1.03 PARTIAL RECONSTRUCTION north 3. OVER EXCAVATION AND RECOMPACTION AS PER SOILS REPORT AND SOIL ENGINEER, 82' new 50' X 6'-0" DEPTH OR 4'-0" BELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND A1.04 SITE FENCE, GATE & PAVING (2015 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION ŇÓМ nominal RECOMPACTION TO 95% COMPACTION IN ACCORDANCE TO ASTM D1157 MAX. DRY DENSITY SIGNAGE DETAILS A1.05 OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO) NIC not in contract OVER EXCAVATION SHALL BE EXTENDED LATERALLY TO A DISTANCE OF AT LEAST 5 FEET FLOOR PLAN A2.01 NTS not to scale PART 5 2016 CALIFORNIA PLUMBING CODE (CPC), TITLE 24 C.C.R. LATERALLY BEYOND THE OUTSIDE EDGE OF THE FOUNDATION FOOTPRINT. PROVIDE A3.01 EXTERIOR AND INTERIOR ELE GEO-GRID REINF. PER SOILS REPORT RECOMMENDATION. (2015 UNIFORM PLUMBING CODE OF THE INERNATIONAL ASSOCIATION OF & DETAILS on center PLUMBING AND MECHANICAL OFFICIALS, IAMPO) 4. INSTALLATION OF ALL THE UTILITIES TO NEW BUILDING AND FINAL CONNECTION TO MODULAR overflow scupper OS OPN'G OVHD BUILDING PART 6 2016 CALIFORNIA ENERGY CODE, TITLE 24 C.C.R. opening A. ELECTRICAL overhead <u>PLUMBING</u> PART 7 VACANT B. WATER 01 occupant load C. SEWER PART 8 2016 CALIFORNIAL HISTORICAL BUILDING CODE, TITLE 24 C.C.R. PLUMBING FRONT SHEET P.1 D. LOW VOLTAGE PART 9 2016 CALIFORNIA FIRE CODE, TITLE 24 C.C.R. P.2 PLUMBING SITE PLAN E. FIRE WATER (2015 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE F. FINAL CHLORINATION OF PLUMBING SYSTEM paint PH panic hardware **ELECTRICAL** COUNCIL) PBD particle board PED PART 10 2016 CALIFORNIA EXISTING BUILDING CODE, TITLE 24 C.C.R. pedestal ELECTRICAL FRONT SHEET E1.0 plastic laminate 6. CONCRETE FOUNDATION, RAT SLAB, AND VENTING FOR MODULAR BUILDING AS PER (2015 INTERNATIONAL EXISTING BUILDING CODE OF THE plate F-1.1 ELECTRICAL SINGLE LINE DIA MANUFACTURING FOUNDATION DRAWINGS, INCLUDING METAL GRATES. PLYWD INTERNATIONAL CODE COUNCIL, WITH AMENDMENTS) plywood ELECTRICAL SITE PLAN 7. INTERIOR AND EXTERIOR BUILDING SIGNAGE. E-2.0 PNL panel PART 11 2016 CALIFORNIA GREEN BUILDING STANDARDS, (CALGREEN CODE) E-2.1 ELECTRICAL FLOOR PLAN PVC polyvinyl chloride TITLE 24 E-3.0 ELECTRICAL DIAGRAMS 8. INSTALLATION OF BUILDING EVAC. & FIRE ALARM SYSTEM AND CONNECTION TO EXISTING radius PART 12 2016 CALIFORNIA REFERENCED STANDARDS CODE, TITLE 24 C.C.R. CAMPUS FIRE ALARM SYSTEM. FIRE ALARM RECO reconstruction RFF reference 9. LOW VOLTAGE CONDUIT, WIRING AND OUTLETS IN NEW CLASSROOM BUILDING AND REG PARTIAL LIST OF APPLICABLE STANDARDS register CONNECTION TO EXISTING CAMPUS SYSTEM. FA-1.0 FIRE ALARM FRONT SHEET RELO relocatable FA-1.1 FIRE ALARM RISER DIAGRAM REQ'D required 10. BUILDING GROUND WELL AND GROUNDING RODS AND CONNECTIONS. NFPA 13 AUTOMATIC SPRINKLER SYSTEMS (CA AMENDED) 2016 EDITION CALCULATIONS RA return air roof drain FA-2.1 FIRE ALARM FLOOR PLAN NFPA 14 STANDPIPE SYSTEMS (CA AMENDED) 2013 EDITION 11. SITE INSTALLATION OF TREMCO ROOFING FOR NEW MODULAR CLASSROOM BUILDING. RM room NFPA 17 DRY CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION RN reconstruction note 2013 EDITION RO rough opening NFPA 17A WET CHEMICAL EXTINGUISHING SYSTEMS RR return register NFPA 20 STATIONARY PUMPS 2016 EDITION MANUFACTURER'S DRAV NFPA 24 PRIVATE FIRE MAINS (CA AMENDED) 2016 EDITION south ARCHITECTURAL safety glass NFPA 72 NATIONAL FIRE ALARM CODE (CA AMENDED) 2016 EDITION SCHD schedule A-0 COVER SHEET NOTE: SEE UL STANDARD 1971 FOR "VISUAL DEVICES section A-OA T&IFORMS SSK service sink NFPA 80 FIRE DOOR AND OTHER OPENING PROTECTIVES 2016 EDITION similar 🕅 A-0.0 🛛 BUILDING OPTIONS SCHEDULI NFPA 253 CRITICAL RADIANT FLUX OF FLOOR 2015 EDITION solid core SYMBOLS LEGEND, ABBREVIAT ∖ A−0.1 COVERING SYSTEMS square footage AND ADA SIGNAGE SPEC specification(s NFPA 2001 CLEAN AGENT FIRE EXTINGUISHING 2015 EDITION square A−0.2 SCHEDULES SYSTEM (CALIFORNIA AMENDED) stainless steel │A-0.3 TYPICAL KEY PLANS- 24' TO stain A-0.6D ENERGY CALC'S- ELC FORMS standard REFERENCE CODE SECTION FOR NFPA STANDARDS – 2016 CBC (SFM) CHAPTER steel 120'X40' BUILDING storage 35, SEE CHAPTER 35 FOR STATE OF CALIFORNIA AMENDMENTS TO NFPA SYMBOLS LIST A-0.6E ENERGY CALC'S- LTO/MCH storm drain STANDARDS. STR/STRUCT structural 120'X40' BUILDING SYS svstem 】A−0.6F ENERGY CALC'S− LTI FORMS: 120'X40' BUILDINGS T&B top & bottom A-0.7 DESIGN ENERGY VALUES BY _____ DETAIL NUMBER T&G TKBD tongue & groove > DETAIL CALGREEN SPECIFICATIONS SHEET DETAIL SHOWN & REFERENCE tackboard TEL telephone ∖A−1.03 FLOOR PLAN− 48' TO 120' television 🕽 A—2.03 REFLECTED CEILING PLAN – THK thickness 120'X40' threshold SHEET THRU TOW through A-2.20 CEILING DETAILS - T-GRID SECTION LINES top of wall コークシュー CEILING DETAILS – HARD LIE TYP typical NA-3.33 ROOF PLAN – PARAPET – SLOPE 48' TO - 120'X40' UON unless otherwise noted A-3.80 ROOF DETAILS- TPO ROOF **PROJECT DATA** $\langle 1 \rangle$ UR DEMOLITION NOTE urinal 🛛 A-4.23 EXTERIOR ELEVATIONS – MO DUAL SLOPE 48' TO 120'X4 $\langle 1 \rangle$ VFRT vertical RECONSTRUCTION NOTE (PARAPET) verify in field VCT vinyl composition tile 🕽 A-5.01 CROSS SÉCTION - MONO SL NUMBER OF STORIES: ONE $\{ \mathbf{A} \}$ vinyl tile DRAWING REVISION NUMBER 0.018", B.U., OR TPR ROOF PARAPET BUILDINGS HEIGHT: 15'-10" WSCT wainscot 1 A-5.05 CROSS SECTION water closet WC NORTH ARROW A-5.51 ARCHITECTURAL DETAILS west OCCUPANCY TYPE: WG wire glass STUD – PLASTER with 🕽 A–5.70 🛛 ARCHITECTURAL DETAILS – W/O without CONSTRUCTION TYPE: V-B WD/W ŊA−5.80 ARCHITECTURAL DETAILS – wood Woodwork MISCELLANEOUS/OPTIONS Institute of SPRINKLERED: NO A-5.81 ARCHITECTURAL DETAILS -California VICINITY MAP MISCELLANEOUS/OPTIONS BUILDING AREA: 2,880 SF. A-6.03 INTERIOR ELEVATIONS - 48' TO 120'X40' CAPACITY: 134 OCCUPANTS STATEMENT OF GENERAL CONFORMANCE FREEWAY 10 APPLICATION NO 03-118730 W GONZALES RD SECTION 4–317 (B). **PROJECT SITE** CABRILLO WAY 3C 2016 SIGNATURE OF R WALLS BUILDING AREA (S.F.) PLANS & SPECIFICATIONS ONEIDA PL NON-BEARING STORIES / HEIGHT TOTAL ALLOWED WALLS TABLE 602 ACTUAL AREA NATALIE PL 9,500 2,880 1 / < 40' DORIS AVF BY ME. THE ITEMS DESIGNATED WITH A PROVIDENT PC# 04-114027 HAVE BEEN COORDINATED WITH MY PLANS AND SPECIFICATIONS AND ARE ACCEPTABLE FOR INCORPORATION INTO THE CONSTRUCTION OF THIS PROJECT FOR WHICH I AM THE MECHANICAL ENGINEER ELECTRICAL ENGINEER OWNER BEEN DELEGATED RESPONSIBILITY FOR THIS PORTION OF THE WORK.) BUDLONG & ASSOCIATES, INC. BUDLONG & ASSOCIATES, INC. OXNARD SCHOOL DISTRICT

315 Arden Ave. Suite 23

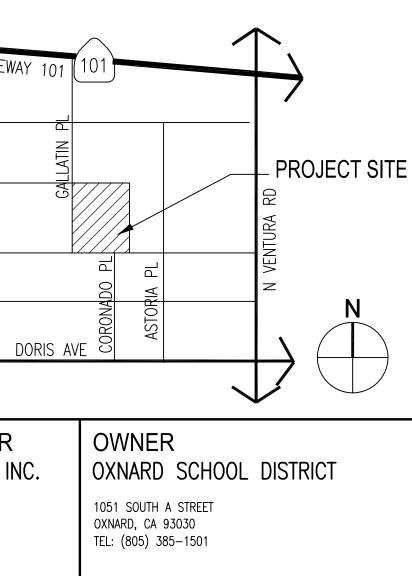
Email: victor@budlong.com

Glendale, CA 91203

TEL: (818) 638-8780

Contact: Victor Jons

315 Arden Ave. Suite 23 Glendale, CA 91203 TEL: (818) 638-8780 Email: victor@budlong.com Contact: Victor Jons



	FOUN	IDATION
ST, NOTES	SEISM	IC Ss UP TO 2.80G
	F-2.11	CONCRETE FOUNDATION PLAN – BELOW GRADE – CONCRETE FLOOR
PI AN	F-2.50	CONCRETE FOUNDATION DETAILS - BELOW
SITE PLAN	F-2.51	GRADE FOUNDATION DETAILS – CONCRETE
IG DETAILS		
EVATIONS,	STRL	CTURAL "HIGH SEISMIC"
	SEISM	IIC Ss UP TO 2.80G
	S-0.1 S-1.11	STRUCTURAL SPECIFICATIONS FLOOR FRAMING PLAN – CONCRETE
	S-1.60	FLOOR
		FLOOR
	S-2.03	SLOPE
AGRAM	S-2.50 S-2.60	ROOF FRAMING DETAILS – MONO SLOPE ROOF FRAMING DETAILS
	S-2.70 S-2.90	ROOF FRAMING DETAILS – PARAPET ROOF FRAMING DETAILS – TRUSS
	S-3.01 S-5.00	BUILDING SECTION - MONO SLOPE ROOF
		STUDS
1 &		WALL FRAMING DETAILS – WOOD STUDS WALL FRAMING DETAILS – WOOD STUDS
I UL		IBING
	N	PLUMBING DETAILS AND SCHEDULE
WINGS		
WINGS	MECH	HANICAL
	M-0.1	MECHANICAL NOTES, SCHEDULES AND DETAILS
LE	M-4.01	MECHANICAL PLAN – ROOF MOUNT – 48' TO 120'X40'
ATION,	M-4.02	MECHANICAL ROOF PLAN – ROOF MOUNT
TO 120'X40'		– 48' TO 120'X40'
MS-	ELEC	TRICAL
FORMS-	E-1.03	ELECTRICAL PLAN – 48' TO 120'X40'
S-	SITE	SPECIFIC SHEETS
ZONE &	A-ON	COVER SHEET
'X40'		SCHEDULES FLOOR PLAN – 48' TO 120'X40'
- 48' TO	A-2.03N	
	A-4.23N	EXTERIOR ELEVATIONS - MONO DUAL
ID MONO		SLOPE – 48' TO 120'X40' INTERIOR ELEVATIONS
	N	PLUMBING ISOMETRICS MECHANICAL PLAN – ROOF MOUNT – 48'
ONO OR 40'		TO 120'X40' MECHANICAL ROOF PLAN – ROOF MOUNT
		– 48' TO 120'X40' ELECTRICAL PLAN – 48' TO 120'X40'
SLOPE – DECK OR		LLUTNUAL FLAN - 40 IU IZU X4U
WOOD		
FLOOR		
5' TO		

FILE NO 56-22 THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF ANY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTION 17302 AND 81138 OF THE EDUCATION CODE AND SECTION 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1,

THESE DRAWINGS AND/OR SPECIFICATIONS AND/OR CALCULATIONS FOR THE ITEMS DESIGNATED WITH A PC# 04-114027 HAVE BEEN PREPARED BY OTHER DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE. THESE DOCUMENTS HAVE BEEN EXAMINED BY ME FOR DESIGN INTENT AND HAVE BEEN FOUND TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED

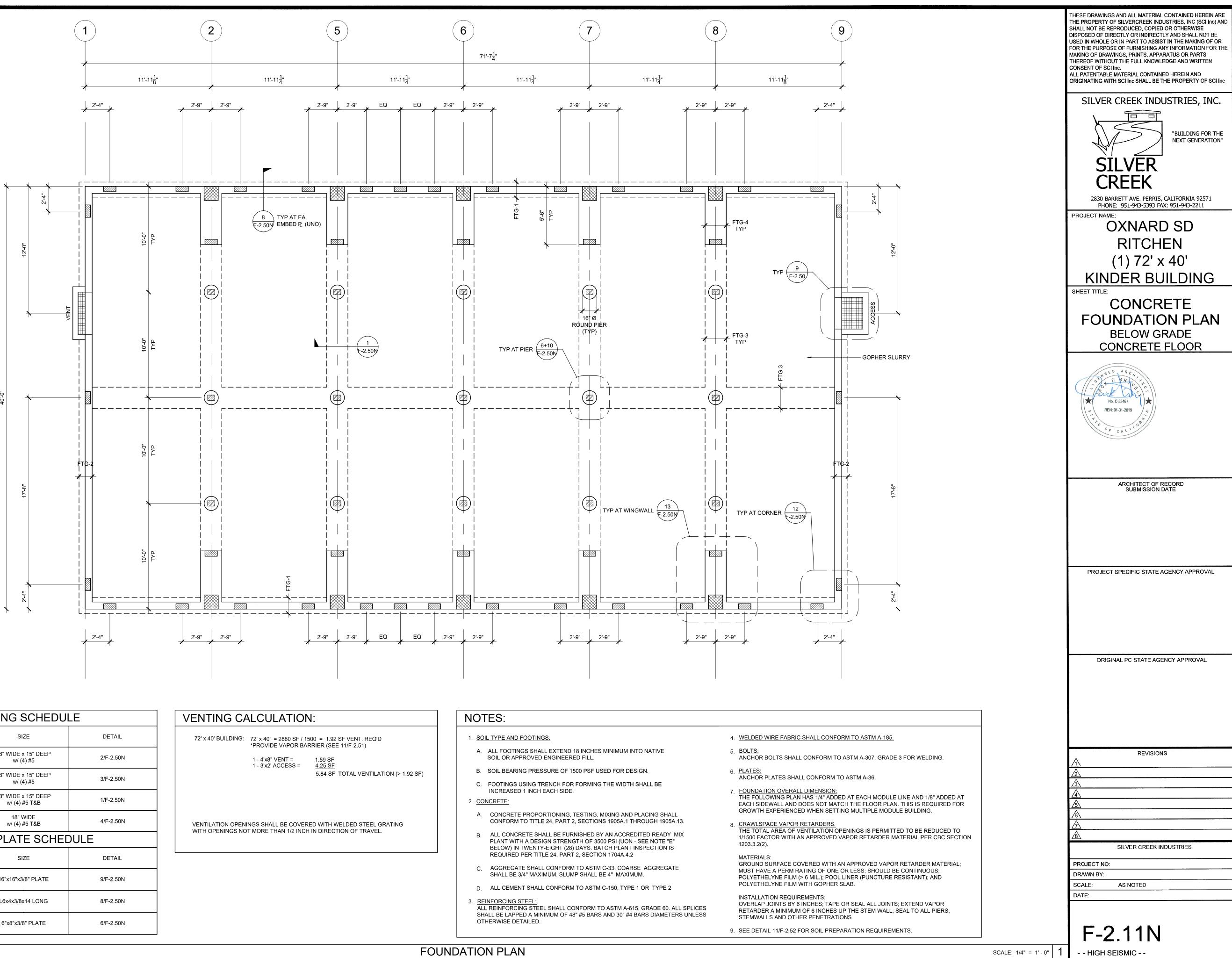
INDIVIDUAL DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE (OR FOR WHICH I HAVE

Michael P. Stahlheber, AIA

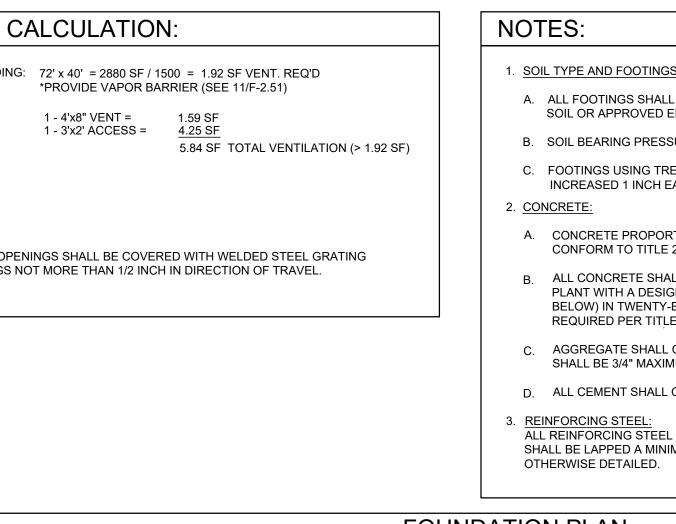
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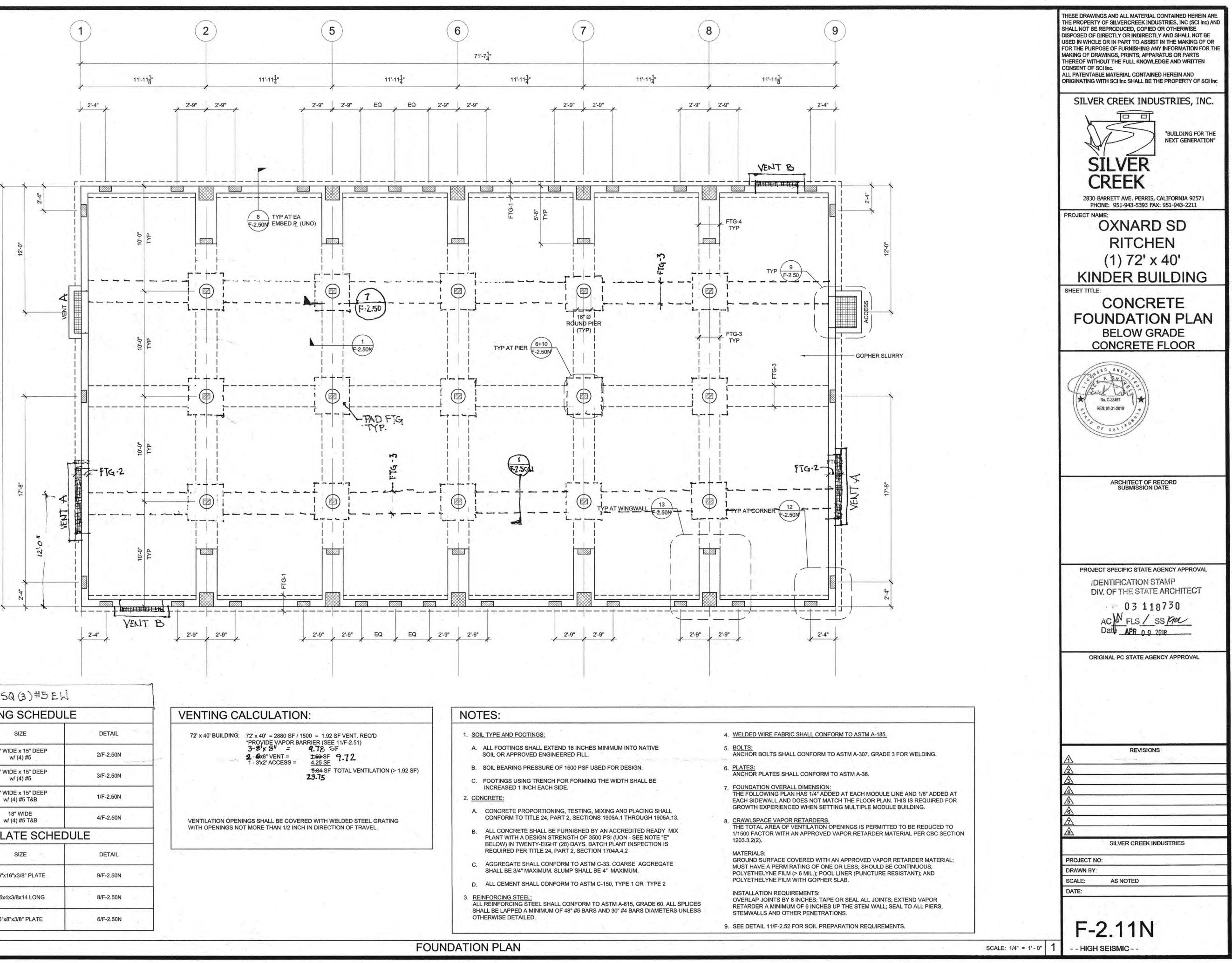
Date April 30, 2019 Expiration Date

	NG & MOODY planning interiors
815 Color Los An 323.543.830 E-Mail: fm-pasad ANTELOPE 1035 West Lancaste 661.949.077 E-Mail: fm-lancas	ARTERS OFFICE: rado Blvd, Suite 200 geles, CA 90041 00 FAX 323.543.8198 ena@flewelling-moody.com E VALLEY OFFICE: Lancaster Boulevard er, California 93534 '1 FAX 661.949.2843 ster@flewelling-moody.com
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IDENTIFI	
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accepts full responsibility for These plans & the specificati prepared for a specific site. in whole or in part on any of Flewelling & Moody.	ked at the job by the contractor who their accuracy under the contract. ions in connection therewith have been Any and all responsibility for their use other site is hereby disclaimed by RD UNIFIED
SCHOO RITCHEN ELEI KINDERG CLASSROOM E 2200 C	DL DISTRICT MENTARY SCHOOL GARTEN FLEX BUILDING ADDITION ABRILLO WAY, ALIFORNIA 93030
TITL	E SHEET
Job No. 2781.300 Date 	A0.01



VENTING	E	OTING SCHEDU	FC	
72' x 40' BUILDI	DETAIL	SIZE	TYPE	
	2/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(ENDWALL)	FTG-1
	3/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5	(SIDEWALL)	FTG-2
	1/F-2.50N	18" WIDE x 15" DEEP w/ (4) #5 T&B	(GRADE BEAM)	FTG-3
VENTILATION C	4/F-2.50N	18" WIDE w/ (4) #5 T&B	(WINGWALL)	FTG-4
WITH OPENING	DULE	ED PLATE SCHED	EMB	
	DETAIL	SIZE	TYPE	
	9/F-2.50N	16"x16"x3/8" PLATE		
	8/F-2.50N	L6x4x3/8x14 LONG		
	6/F-2.50N	6"x8"x3/8" PLATE	12	





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FO	OTING SCHE
TYPE	SIZE
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B
EMBE	D PLATE SC
TYPE	SIZE
	16"x16"x3/8" PLATE
	L6x4x3/8x14 LONG
	6"x8"x3/8" PLATE

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (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 1H 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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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Ritchen Elementary School New Addition

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. <u>Construction</u>. 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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

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- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Preconstruction Services.</u> 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. <u>Project</u>. 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. <u>Project Manual</u>. 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. <u>Site</u>. 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. <u>Site Lease</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

- J. <u>Specifications</u>. 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. <u>Subcontractor</u>. 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. <u>Sublease</u>. 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. <u>Sublease Payments.</u> 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. <u>Tenant Improvement Payments.</u> 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 Trustees, Contractor shall not be paid for such claimed additional

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No</u> <u>Cents (\$5,288.00)</u>. The GMP consists of (1) a Preconstruction Fee only in the amount of <u>Five</u> <u>Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. (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 was 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

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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.

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 to 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 seg., 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 guotes 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 guotes 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.).

- 7 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 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

- 8 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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.
- Contractor shall record the progress of the Project and shall submit monthly writtenprogress 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");

- 9 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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, make 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 but are in a location. 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.

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 <u>Patrick Waid</u> as Project Manager/Superintendent for the Project. So long as <u>Patrick Waid</u> 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.

- 11 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 open 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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

- 13 -

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

OXNARD SCHOOL DISTRICT

November 1, 2017

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

- 14 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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:

Viola Inc. 1144 Commercial Ave. Oxnard, CA 93035 Attn: Patrick Waid

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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 LLP 2490 Mariner Square Loop, Suite 140 Alameda, CA 94501

And with an additional copy to Scott Burkett, Caldwell Flores Winters, Inc. 1901 Victoria Avenue, Suite #106 Oxnard, CA 93035

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.

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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.

- 18 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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

THE DISTRICT

Viola Inc. 1144 Commercial Avenue Oxnard, CA 93031 Patrick Waid, Operations Manager Oxnard School District, a California school district 1051 South A Street Oxnard, California 93030

110 /Lc Q. tran By: Michael T. Viola By: Lisa A. Franz

Title: CEO

Date: 11/8/2017

Title: Director, Purchasing

Date: 11-28-17-

- 19 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of California

- 20 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

EXHIBIT B

Oxnard School District – Ritchen ES New Addition

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 <u>Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)</u>. 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.

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

2. Professional Constructability Review

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 22 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

3. Value Engineering Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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. <u>Definition</u>: 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 specifications 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.

- 23 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

E. <u>Deliverable</u>: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. <u>Definition</u>: 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. <u>Deliverable</u>: 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.

- 24 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

- 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.

Viola Inc.:

By: Michael T. Viola

Title: CEO

Date: 11/8/2017

OXNARD SCHOOL DISTRICT, a California school district:

By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

- 25 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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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.									
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	ESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	2	1,000,000
DESCR	IPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACORI	0 101, Additional Remarks Schedul	e, may be	attached if more	e space is requir	ed)		
	Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030 GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and								
	esentatives are Additional					-			
-	A Waiver of Subrogation is		-			-			This
	rance is Primary & Non-Con								
	GLE00070196 and (AU) CA00								
	policy term.				-		-		-
CER	IFICATE HOLDER			CANC	ELLATION				
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Oxpard School District THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN								
	Oxnard School District						Y PROVISIONS.		IVERED IN
	1055 South C Street Oxnard, CA 93030								
	children, or 30000		ſ	AUTHOR	IZED REPRESEN	TATIVE			
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	© 1988-2014 ACORD CORPORATION. All rights reserved.								
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

a. Sat. . . .

Named Insured Viola,	Inc., M&T Concrete, Inc),	Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Роlicy Period 04/01/2017 то 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insu Westchester Fire	irance Company) Insurance Company		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.
- 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- **b.** The territories and possessions of the United States of America;
- c. Puerto Rico;

d. Canada; and

- e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/6/18

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

Approval of Field Contract #FC-P18-04817 – D&J Painting (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P18-04817, Paint Glulam Beams at Frank Academy, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Monday, May 14, 2018.

It is requested that the Board of Trustees approve Field Contract #FC-P18-04817 to the lowest responsible bidder, D&J Painting, who submitted the lowest responsive bid in the amount of \$35,400.00. The project will be funded through Deferred Maintenance – One-Time Funds.

FISCAL IMPACT:

\$35,400.00 – Deferred Maintenance – Ongoing Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-04817 in the amount of \$35,400.00 with D&J Painting.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-04817, D&J Painting (3 Pages)

MUST BE TYPEWRITTEN

OXNARD SCHOOL DISTRICT 1051 South A Street • Oxnard, CA 93030 Phone: (805) 385-1501 • Fax: (805) 240-7582 Project No.:

FC-P18-04817

a)

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 5/16/18, between **D&J Painting** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Thirty-Five Thousand Four Hundred Dollars and No Cents (\$35,400.00), payable in 2* progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs. *1st invoice to cover the period of June 25, 2018 through June 30, 2018. 2nd and final invoice to cover the period of July 1, 2018 through July 18, 2018.

B. The work to be performed by Contractor shall consist of: *SEE ATTACHED PROPOSAL DATED 5/14/18.

C. Contractor agrees to commence the work within ** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work** to begin on or about June 25, 2018 & be completed by the end of the day July 18, 2018.

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of <u>One Hundred</u> Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of <u>One Hundred</u> Dollars (<u>\$100.00</u>) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "General Conditions".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. PREVAILING WAGE RATES: Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. FINGERPRINTING: Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

X Scope of Work X Specifications X Drawings Supplemental Conditions	X Subcontractor List X Certificates/Liability Insurance X Certificates/Workers Compensation Insurance	X Performance/Payment Bonds X Purchase Order No. <u>P18-04817</u> X Proposal dated <u>5/14/18</u> X Other <u>PWC-100 DIR Registration</u>		
CONTRACTOR TO FILL IN THE FOLLOWING (By signing below, Contractor represents that it is qualified to perform pubic work pursuant to Labor Code Section 1771(a				

and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name		Date
Signature _		Telephone
Title		Fax No.
		Contractor's License No
F. 4.11		Fax No.
Firm Address		License Class
		Tax I.D. No.
	FOR DISTRICT	USE ONLY
Project Manager	Orlando De Leon, Facilities Project Manager	Date
Signature _		Funding Source Deferred Maintenance One-Time Funds

GENERAL CONDITIONS

WORK: The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both

 WORK: The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
 JOB WALK/SITE VISIT: Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
 LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanike manner to the satisfaction and approval of the District, free of any and all liens and/or specifications, if any, or as described in this contract.
 DEFAULT BY CONTRACTOR: Contractor failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the failt of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract ry for as determined by this agreement.
 TERMINATION: District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract. (2) refuses or fails to prosecute the work kees fuels, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good fails carry out the terms of this agreement. U on th

In the uncompleted work. DISCONTINUE: District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor. 6. DISCONTINUE: District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinue the work. Untactor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. TIME: Time is of the essence in the performance of this contract.
9. PROVISIONS REQUIRED BY LAW: Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall be construed as creating a contractual relationship between the District and any subcontractor.
10. SUBCONTRACTORS: Contractor shall be cossified or complianc

place of business

14. HEALTH AND SAFETY:

 HEALTH AND SAFETY:
 <u>Safety Standards</u>: Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safety and protection, including positing danger signs and other warnings agains thazard promulgions and notifying the District ratio users of adjacent sites and utilities. Contractor shall obtain from the District and users of adjacent sites and utilities. Contractor shall on the District and users of adjacent sites and utilities. Contractor shall on the District relation shall on protect the unsafe state y and/othor as esteps y and/othor and state and property. Although it has not duty to do so. District may notify Contractor upon which assee Contractor shall not be entited to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to timely correct any unsafe practice or situation is stored to correct an unsafe practice or situation is correct any unsafe practice or situation is order and upone vittlen notice of the District. Determination of limeliness of Contractor shall not permit the possession, use, or sale of any alcoholic beverage or lilegal, controled drug or usbatances or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor shall not permit the possession, use, or sale of any alcoholic beverage or lilegal, controled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor shall not permit the possession. Use, or sale of any alcoholic beverage or lilegal, controled drug or substance or the abuse of pr Safety Standards: Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from

nazaros of the substance and ensure that such person(s) follow proper handling and protection proceedings. 17. PROTECTION OF WORKWERS, PROPERTY AND WORK: Contractor shall recta and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs wan8ing against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at hisher discretion: to prevent threatened loss or injuy. 18. DAMAGE TO DISTRICT PROPERTY: Contractor shall nestore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner. 9. HOLD HARNLESS: With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from: a. Any and all califies imposed on account of the violation of any time sole events, centractor or any subcontractor, and damage, costs, ethelower events, centractor shall indemnify its lost of this indices in a cost of the violation of any take or passive, except the sole negligence of District or its agents, employees or servants, be if active or passive, except the sole negligence or

a. Completensive derivative for an analysis of the stant of an advance of an advance of an advance of a stant power of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of badily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 and \$500,000 and

agregate. b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500.000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part 'a' above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3. c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District. 21. BONDS: District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract in California. These bonds are referred to in this contract as Contractor's bonds. 22. WORKERS:

contract as Contractor's bonds.
22. WDRXERS:

Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. SUPERVISION: Contractor shall provide competent supervision of all its employees angaged in performance of this contract.
24. CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT: While engaged in compression and discharge of all persons assisting in the work. Contractor angent of District. Contractor has and hereby relations the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor argets to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. OCCUPANCY: District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date social for completion.

specified for completion. 27. ASSIGNMENT: Contractor shall not assign any of its duties or responsibilities under the terms of the contract.

Provide for completion.
 27. ASSIGNMENT: Contractor shall no assign any of the sluce not compared to compare the compared of the provide to the state of the contract.
 28. BRAND OR TRADE NAMES: When a transport of the sluce or specific dorum single lists, if the specific dorum single lists and many or names are lists. If or they shall be construed to be followed by the words for approved equal "whether or not hose words in the District research has indicated that the lem has a unque or novel product ageing they as a substitute in the specific dorum single lists. The contractor shall complete the substitution as in equal to the item specific dorum single lists. Contractor must supply the trand name or names and based of the district of the substitution as in equal to the item specifie dorum single lists. Contractor must supply the trand name or lists and list in the substitutie list is expecified advected to the District presence dorum supply of the term in the substitution as inclusion. The term is the substitution as inclusion and the substitutien and the substitutien as inclusion and the substitutien as in

ATTORNEY'S FEES: In the event of litigation between the Partles, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be ficient to compensate the prevailing party for all attorney's fees incurred in good faith. COVFLICT: If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the max clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary in the supplementary documents contain any terms.

document shall be deemed void and of no consequence. 39. SEVERABILITY CLAUSE: If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are

severable

erable: KEYS: Contractor shall comply with the sign the District's <u>CONTRACTORS KEY ISSUE/SECURITY AGREEMENT</u> prior to commencement of work. FINGERPRINTING: Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1. 41. FINGERPRINTING: Contractors may be required to have their



Project Name:	Paint Glulam Beams at Frank Academy
Location:	701 North Juanita Ave, Oxnard CA 93030
Date of Submission:	May 14, 2018
Contractor Company:	D&J Painting
Contact Person:	Derek Porter
Address:	3067 Fitzgerald Road, Simi Valley, CA 93065
Phone Number:	(805) 285-3657
E-mail Address:	dandjpaintingca@gmail.com
CSLB Number:	#1030624
DIR/PWC Number:	1000053199

Project Name: Paint Glulam Beams at Frank Academy

Description:

- Frank Academy: Strip, prep, prime and paint glulam beams and adjacent surfaces per drawings and specifications. Coordinate with Owners Rep for inspection and approval of application coats of primer and multiple paint coats per Filed Contract Proposal dated 5/14/18.
- Job is prevailing wage

Bid Includes:

All labor and materials, excluding paint and primer, necessary to complete application. District will
provide all paint and primer. District refuse containers will not be used. Job start 6/25/18 and complete
7/18/18.

Bid Price: \$35,400.00

Other Pertinent Information (Alternates, Substitutions, etc.):

- Alternate #1: \$31,500.00
- Alternate #2: \$39,850.00

ACCEPTANCE OF PROPOSAL:

Date

GC Name

GC Signature

Х

DECLINE PROPOSAL:

Date

Reason (optional)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat		Date of Meeting:	6/6/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	X Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal		
SECTION D: ACTION SECTION F: BOARD POLICIES 1 ST Readir	Facilities		

REQUEST FOR APPROVAL OF INCREASE TO MEAL PRICES (Penanhoat/Lugotoff)

Effective July 1, 2011, the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) requires that school food authorities (SFA's) participating in the National School Lunch Program ensure that schools provide the same level of support for paid lunches as they do for lunches served to students eligible for free lunches. SFA's currently charging less than \$2.46 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for their lunches. The law caps the required increase in the paid meal prices at \$.10 in any year.

The Oxnard School District Child Nutrition Services program currently charges students ineligible for free or reduced meals \$2.45 for lunch. It is now necessary to increase that meal price to \$2.55 for lunch in order to implement the abovementioned provision.

The Administration is requesting the Board's approval of the increased meal price of \$2.55 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2018-19 fiscal year.

Effective the 2018-19 fiscal year, all students in Oxnard School District will receive meals free of charge through the Community Eligibility Provision (CEP). It is still necessary to incrementally increase the meal prices in order to remain in compliance with the Healthy, Hunger-Free Kids Act of 2010.

FISCAL IMPACT

The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined above.

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 06/06/1
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	X Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION SECTION F: BOARD POLICIES 1 ST F	Reading 2 nd Reading

Resolution #17-44 – School Bus CNG Tank Replacement Grant Program (Penanhoat/Briscoe)

The Ventura County Air Pollution Control District is accepting grant applications from school districts in Ventura County to replace the existing gas tanks in school buses with new CNG tanks.

The Administration is seeking Board authorization to submit appropriate paperwork to request funds for replacement tanks for one bus that is nearing its required replacement date. Maximum grant amount per bus is \$20,000.00.

FISCAL IMPACT

No fiscal impact to the district.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Transportation, that the Oxnard School District Board of Trustees adopt Resolution #17-44 for the Ventura County Air Pollution Control District's School Bus CNG Tank Replacement Program.

ADDITIONAL MATERIAL

Attached: Resolution #17-44 (2 pages)

RESOLUTION #17-44 SCHOOL BUS CNG TANK REPLACEMENT GRANT PROGRAM

WHEREAS, AB 923(Firebaugh) was signed by Governor Schwarzenegger on September 23, 2004, and gave authority to the Ventura County Air Pollution Control Board to increase DMV fees by \$2 per year to be used as incentive funds for several incentive programs including school bus replacements; and

WHEREAS, effective January 1, 2012, AB 462 and AB 470 authorize the \$2 DMV fee collected through AB 923 to be used to fund three new project categories, one of which is natural gas fuel tank replacement; and

WHEREAS, the Department of Transportation requires on-board compressed natural gas (CNG) tanks to be inspected by the California Highway Patrol (CHP) every three years or 36,000 miles; and

WHEREAS, these tanks are usually replaced at the end of the manufacturer's service life, which is approximately 15 years; and

WHEREAS, school buses must be at least 14 years old but no older than 16 years to receive funding. Because the service life for most school buses is 30 years and tank life is 15 years, this requirement will ensure funding does not extend the life of a school bus beyond the service life; and

WHEREAS, the maximum funding amount per school bus cannot exceed \$20,000.00; and

WHEREAS, the Oxnard School District currently owns one bus that is approaching its replacement date, meets the criteria and would benefit from this grant; and

WHEREAS, an important goal of Oxnard School District is to maintain a safe and healthful environment for students based on the district's philosophy that puts the needs of the student first; and

NOW, THEREFORE, BE IT RESOLVED that the Oxnard School District Board of Trustees hereby authorizes and approves the application to, and participation in, AB 923 Ventura County School Bus CNG Tank Replacement Grant Program administered by the Ventura County Air Pollution Control District; and

BE IT FURTHER RESOLVED that the Oxnard School District Superintendent or designee is hereby authorized and empowered to execute in the name of the Oxnard School District a standard grant agreement with the Ventura County Air Pollution Control District in an amount to be determined and all other necessary documents to implement and carry out the purposes of this resolution.

Passed, approved, and adopted this 6th day of June, 2018.

Signed:

President of the Board of Trustees of the OXNARD SCHOOL DISTRICT

Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Ernie "Mo" Morrison, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #17-44 adopted at a regular meeting place thereof on the 6th day of June, 2018, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said resolution was adopted by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTENTIONS:	

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing resolution is a full, true and correct copy of the original resolution adopted at said board meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 6, 2018

Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 6/6/18

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

Approval of Amendment #2 to Agreement #17-34 – American Logistics Company, LLC (Penanhoat/Briscoe)

At the Board meeting of June 21, 2017, the Board of Trustees approved Agreement #17-34 with American Logistics Company to provide home-to-school transportation for the period of August 1, 2017 through June 30, 2018 in the amount of \$25,000.00.

At the Board meeting of March 21, 2018, the Board of Trustees approved Amendment #1 in the amount of \$25,000.00 to cover the cost of transporting additional Foster Youth, McKinney-Vento (MKV) and Special Education (SPED) students transported to public schools and residences outside of the District, bringing the total contract amount to \$50,000.00.

Amendment #2 in the amount of \$73,000.00 is required to cover the cost of transporting additional McKinney-Vento (MKV) and Special Education (SPED) students transported to public schools and residences outside of the District, bringing the total contract amount to \$123,000.00.

FISCAL IMPACT:

Not to exceed \$73,000.00 (\$65.00 per hour) – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Transportation, that the Board of Trustees approve Amendment #2 to Agreement #17-34 with American Logistics Company, LLC, in the amount not to exceed \$73,000.00 (\$65.00 per hour).

ADDITIONAL MATERIALS:

Attached: Amendment #2 (1 Page) Amendment #1 (1 Page) Agreement #17-34, American Logistics Company, LLC (13 Pages)

AMENDMENT #2 TO AGREEMENT #17-34 WITH AMERICAN LOGISTICS COMPANY (ALC)

At the Board meeting of June 21, 2017, the Board of Trustees approved Agreement #17-34 with American Logistics Company to provide home-to-school transportation for the period of August 1, 2017 through June 30, 2018 in the amount of \$25,000.00.

At the Board meeting of March 21, 2018, the Board of Trustees approved Amendment #1 in the amount of \$25,000.00 to cover the cost of transporting additional Foster Youth, McKinney-Vento (MKV) and Special Education (SPED) students transported to public schools and residences outside of the District, bringing the total contract amount to \$50,000.00.

Amendment #2 in the amount of \$73,000.00 is required to cover the cost of transporting additional McKinney-Vento (MKV) and Special Education (SPED) students transported to public schools and residences outside of the District, bringing the total contract amount to \$123,000.00.

AMERICAN LOGISTICS COMPANY (ALC):	OXNARD SCHOOL DISTRICT:
Signature	Signature
Typed Name/Title	Lisa A. Franz, Director, Purchasing Typed Name/Title
Date	Date

AMENDMENT #1 TO AGREEMENT #17-34 WITH AMERICAN LOGISTICS COMPANY, LLC

At the Board meeting of June 21, 2017, the Board of Trustees approved Agreement #17-34 with American Logistics Company, LLC to provide home-toschool transportation for the period of August 1, 2017 through June 30, 2018 in the amount of \$25,000.00.

Amendment #1 in the amount of \$25,000.00 is to cover the additional cost of transporting Foster Youth, McKinney-Vento and Special Education students transported to public schools and residences outside of the District, bringing the total contract amount to \$50,000.00. The increase will be paid through the General Fund.

AMERICAN LOGISTICS COMPANY, LLC:

Typed Name/Title

Signature

OXNARD SCHOOL DISTRICT:

Signature

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

4-2-18

Date

- 111

AGREEMENT #17-34 FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of July 01, 2017 between American Logistics Company, LLC ("Contractor") and Oxnard School District (the "District"), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services".

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **National Intergovernmental Purchasing Alliance (IPA), Contract No. R141501,** the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on July 01, 2017 and end on June 30, 2018. At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant week. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

5. Contractor Personnel and Independent Contractor Drivers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may contract with independent contractor drivers who will provide actual transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will contract with independent contractor drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

7. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or independent contractor driver in a position

requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendre to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by independent contractor drivers, Contractor shall require each Contractor personnel or independent contractor driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

10. Assignment of Contractor's Rights

Except as it relates to the entering into of contacts with independent contractor drivers for the purpose of those independent contractors providing transportation services, Contractor shall have no right to assign its rights or obligations under this Agreement.

11. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other person who has performed services for Contractor at any time during the term of this Agreement.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District:	Lisa A. Franz, Director, Purchasing
	Oxnard School District
	1051 South A Street
	Oxnard, CA 93030
Phone:	805-385-1501 x2414
Email:	lfranz@oxnardsd.org

To Contractor:	Craig Puckett, President
	American Logistics Company, LLC
	901 Calle Amanecer, Ste. 260
	P: 866.999.3371; Fax: 844.245.0299
	Email: CPuckett@ALCSolutions.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-3 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

DISTRICT

By:	Lisa A. Franz
Title:	Director, Purchasing
Signed:	Aisa a. Franz
Date:	6-22-17

CONTRACTOR

By:	Craig Puckett
Title:	President
Signed:	
Date:	

V091416 National IPA | "District Name" | Date "00.00.0000"

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ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee** (this includes the first 12 miles) regardless of the number of students being transported (from $1 - 6^*$ students, inclusive. Vehicle capacity is determined by student requirements and vehicle availability). An additional **\$2.50** per mile will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees	
Trip Fee (includes first 12 miles)	\$65.00	
Per Mile Fee (after the first 12 miles)	\$2.50	
Additional Fees ^{**} (as needed/red	uested):	
Wheelchair Fee (perstudent)	\$25.00	
Car Seat/Safety Vest Fee (per student)	\$5.00	
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00	
Monitor Fee (per hour, 2-hour minimum)	\$25.00	
No Show or Late Cancel	Full Price of Trip	

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - o Student 1: Pick-up, Student 2:Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - o Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home:
 - o Student 1: Pick-up, Student 2:Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - o Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a district is charged for is arrived at by adding together each one-way trip. The district will only be charged for miles incurred while a student or Monitor is onboard

the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the district to provide additional services. They can include, but are not limited to:

+	Wheelchair Fee:	A per student/per trip fee for students requiring a wheelchair vehicle
•	Car Seat/Safety Vest Fee:	A per student/per trip fee for students requiring a car seat/safety vest
•	Wait Time Fee:	Only incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15 minute increments.
	Monitor Fee:	Only incurred when the district requests that the Contractor provide a student Monitor for the trip. School districts usually provide the student's Monitor. When the district provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. Mileage Charges

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. Fuel Surcharges

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil gas/petroleum/data publications/wrgp/mogas home pag e.html

3. Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the district):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the district will not be billed for the afternoon trip.

2. Multiple Rider Trips

a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- · Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route: Permanent removal of a student from a route requires District notification/approval

• The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the district will be charged the normal trip rate.

ATTACHMENT 3 - Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation?

Proration of Trip Fees – ALC's Three Step Process

1. Stand Alone District Trips:

Each districts' students are routed as stand-alone trips, district specific pricing is applied. a. Example:

- District A has two students who routed together cost the district \$65 (Trip 1)
- District B has a single student whose trip would cost the district \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating districts, as identified above, are combined into the most cost effective trips, yielding new "Multi-district trips" and subsequent trip costs.

- a. Example (cont.):
 - i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs (found in step 1) as compared to the multi-district trip costs (found in step 2).

Example (cont.):

Blended Cost of Multi-District Trip = \$95

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80
- i. District A's Percent Responsibility = Trip A/(Trip A + Trip B)
 - 1. \$65/(\$65 + \$80)
 - a. \$65/\$145 = 44.83%
 - 2. 44.83% x \$95 = \$42.59
 - 3. District A's Prorated Cost = \$42.59

a. District A's Savings = \$22.41

- District B's Percent Responsibility = Trip B/(Trip A + Trip B)
 \$80/(\$65 + \$80)
 - a. \$80/\$145 = 55.17%
 - 2. 55.17% x \$95 = \$52.41
 - 3. District B's Cost = \$52,41
 - a. District B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each district invoice as if the student had boarded the vehicle on schedule even if district notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24 hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

	Oxnard	District Contacts				
	(Please complete this form	and return as so	on as po	ossible)		
To whom sho	uld contract notices be sent?					
Name & Title:	Lisa A. Franz, Director of Purcha	sing				
Address:	1051 South A Street					
City:	Oxnard	State:	CA	Zip:	93030	
Email:	lfranz@oxnardsd.org	Fax:	805-24	40-7582		
Who should o	ur accounting personnel contact	t regarding accou	ints pay	able ma	tters?	
Name & Title:	Kathy Houchen, Accountant/Inte	ernal Auditor				
Email:	kbeasley@oxnardsd.org					
Phone:	805—385-1501, Ext. 2457	Fax:	805-48	33-7226		
Who should ou	ur dispatchers contact regarding	routine transpo	rtation	matters	?	
Name & Title:	Transportation Staff					
Email:	transportation@oxnardsd.org					
Phone:	805-385-1519	Fax:	805-48	6-2494		
Who should ou	r dispatchers contact regarding	emergencies, ac	cidents	or stude	ent behavior?	
Name & Title:	Transportation Staff	🗆 Emer	gencies	C Accide	ents 🗆 Behavio	
Email:	transportation@oxnardsd.org					
Phone:	805-385-1519	Fax:	805-48	6-2494		
Who should we	email the No-Show Report to e	ach morning?				
Name & Title:	Transportation Staff					
Email:	transportation@oxnardsd.org					

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6, 2018

STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS	
	Agreement Cotegen//
SECTION C: CONSENT AGENDA	5
	Academic
	Enrichment
	Special Education
	Support Services
	Personnel
	Legal
	Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES	1 ST Reading 2 nd Reading
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DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH CSEA (Penanhoat)

In accordance with AB 1200 and Government Code, Section 3547.5: "Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the <u>costs</u> that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction."

In keeping with this requirement, the cost projections for the proposed agreement with CSEA are presented herewith for the Board's information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

FISCAL IMPACT

Information only.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for CSEA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with CSEA (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oxnard School District	
Name of Bargaining Unit:	California School Employees As	sociation (CSEA), Chapter 272
The proposed agreement of	covers the period:	Employee Type:
Beginning:	July 1, 2017	Certificated:
Ending:	June 30, 2018	Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 6, 2018

A. Proposed Change in Compensation:

		110	Cost Prior				of Proposed	roposed Agreement		
	Compensation		o Proposed Agreement	1 C C C	rrent Year 2017-18		Year 2 2018-19		Year 3 2019-20	
1.	Salary Schedule - Increase/(Decrease)	\$	29,854,009	\$		\$	A = 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	\$	298,540	
-				-	1.00%	1	1.00%	-	1.00%	
2.	Step and Column - Increase/(Decrease) due to	8		\$		\$		\$		
	movement plus any changes due to settlement.				%	Ĺ	%		9	
3.	Other Compensation - Increase/(Decrease)			\$		\$	0	\$	0	
	(Stipends, Bonuses, Etc)			-	%		0.00%	- T	0.00%	
4.	Statutory Benefits - Increase/(Decrease) in	\$	7,677,854	\$	76,779	\$	84,448	s	92,509	
	STRS, PERS, FICA, WC, UI, Medicare, etc.				1.00%	ĺ.	1.10%		1.20%	
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	3,661,484	\$	0	s	0	s	0	
			Sec. Sec. Sec.		0.00%	È	0.00%		0.00%	
6.	Total Compensation - Increase/(Decrease)	s	41,193,347	\$	375,319	\$	382,988	\$	391,049	
	(Total Lines 1-5)				0.91%		0.93%		0.95%	
7.	Total Number (FTE) of Represented Employees	#	827	#	827	#	827	#	827	
8.	Total Compensation Cost for Average Employee	\$	49,811	\$	454	\$	463	\$	473	
	Increase/(Decrease) (Line 6/Line 7)	-			0.91%		0.93%	1	0.95%	
9a.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate	\$		\$		\$		\$		
		Ť		11.	%	Ŧ	%	Ť	9	
	-Maximum Daily Rate	\$		\$		\$		\$		
	Substitute Daily Data			•	%	•	%		9	
	-Substitute Daily Rate	\$		\$	%	\$	%	\$	9	
9b.	- Annual Health/Welfare Benefit amount per FTE	\$	9,999	\$		\$		#	9,999	
	Actual Capped	-			0.00%	1	0.00%		0.00%	

Please include comments and explanations as necessary:

1% increase on salary schedule

- B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):
- C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

none

none

- D. What contingency language is included in the proposed agreement? (reopeners, etc.): none
- E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

planned decrease due to retirement incentive plan, and being able to hire in at lower step and payout less in vacation leaves

F. Source of Funding for the Proposed Agreement:

1. Current Year:

General fund ongoing revenue

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? General fund

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	222,151,698
State Standard Minimum Reserve Percentage for this District		3%
State Standard Minimum Reserve Amount for this District	\$	6,664,551
	State Standard Minimum Reserve Percentage for this District	State Standard Minimum Reserve Percentage for this District State Standard Minimum Reserve Amount for this District \$

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 6,657,139
b.	General Fund Budgeted Unrestricted Unappropriated Amount	\$ 4,901,500
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0
e.	Total District Budgeted Unrestricted Reserves	\$ 11,558,639

3. Do Unrestricted reserves meet the state standard minimum reserve amount?



H. Certification

	mmarizes the financial implications of the proposed
이 편 것 같은 것	oard for public disclosure of the major provisions in
the agreement in accordance with the	requirements of AB 1200 and G.C. 3547.5.
We hereby certify that the costs incurred by t	he school district under this agreement can be met
	the term of the agreement.
\sim \circ	
M. M. J	
(A h X	
Cerom?	05-07-2018
District Superintendent	Date
(Signature)	
2 0	1 1
On Connhus	5/7/2018
District Chief Business Official	Date
(Signature)	

Disclosure of Collective Bargaining Agreement School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271	1		35,178,271
TOTAL REVENUES	197,212,769	0	0	197,212,769
EXPENDITURES		1 · · · · · · · · · · · · · · · · · · ·		
1000 Certificated Salaries	88,570,997			88,570,997
2000 Classified Salaries	31,706,199	298,540		32,004,739
3000 Employees' Benefits	43,726,754	76,779	10 m	43,803,533
4000 Books and Supplies	20,467,177			20,467,177
5000 Services and Operating Expenses	24,593,284			24,593,284
6000 Capital Outlay	10,005,272		· · · · · · · · · · ·	10,005,272
7100-7499 Other	2,459,613	in the second second		2,459,613
TOTAL EXPENDITURES	221,529,296	375,319	0	221,904,615
OPERATING SURPLUS (DEFICIT)	(24,316,527)	(375,319)	0	(24,691,846)
OTHER SOURCES AND TRANSFERS IN	3,300,000			3,300,000
OTHER USES AND TRANSFERS OUT	247,083			247,083
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(21,263,610)	(375,319)	0	(21,638,929)
BEGINNING BALANCE	40,755,308			40,755,308
CURRENT YEAR ENDING BALANCE	19,491,698	(375,319)	0	19,116,379
COMPONENTS OF ENDING BALANCE		· ·····	· · · · · · · · · · · · · · · · · · ·	
Non-spendable (9711-9719)	145,000			145,000
Restricted (9740)	828,428			828,428
Committed (9750 / 9760)				0
Assigned (9780)	6,584,312			6,584,312
Reserve for Economic Uncertainties (9789)	6,645,879	11,260		6,657,139
Unappropriated Amounts (9790)	5,288,079	(386,579)	0	4,901,500

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6,

page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6,2018

CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA SECTION D: ACTION SECTION D: ACTION	X Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities	
DISCLOSURE OF COLLECTIVE E	BARGAINING AGREEMENT WITH MANAGEMENT	

CONFIDENTIAL (Penanhoat)

In accordance with AB 1200 and Government Code, Section 3547.5: "Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction."

In keeping with this requirement, the cost projections for the proposed agreement with Management & Confidential are presented herewith for the Board's information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

FISCAL IMPACT

Information only.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for Management & Confidential Employees as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with Management & Confidential Unrepresented (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oxnard School District		_
Name of Bargaining Unit:	Management & Confidential		
The proposed agreement of	covers the period:	Employee Ty	pe:
Beginning:	July 1, 2017	Certificated:	X
Ending:	June 30, 2018	Classified:	X

The proposed agreement will be acted upon by the Governing Board at its meeting on: May 16, 2018

A. Proposed Change in Compensation:

		Cost Prior	Fiscal Imp	act of Propose	d Agreement
	Compensation	To Proposed Agreement	Current Year 2017-18	r Year 2 2018-19	Year 3 2019-20
1	Salary Schedule - Increase/(Decrease)	\$ 9,062,432	\$ 90,624		
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$	\$ 6 %	\$
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$	\$ 0 6 0.00%	\$ 0.00%
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,823,365	\$ 18,242 1.00%		
5,	Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0	the second	\$ 0 ! #DIV/0
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,885,797	\$ 108,866 1.00%		
7.	Total Number (FTE) of Represented Employees	# 827	# 827	# 827	# 827
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 13,163	\$ 132 1.00%		\$ 136 1.03%
9a.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate	\$	\$	\$	\$
	-Maximum Daily Rate	\$	\$	6 % \$ 6 %	\$
	-Substitute Daily Rate	\$	\$	6 70 5 6 %	\$
9b.	- Annual Health/Welfare Benefit amount per FTE	\$ 0	\$ 0 #DIV/0	\$ 0	# 0

Please include comments and explanations as necessary:

1% increase on salary schedule

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

		_
c.	What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):	

none

No

none

D. What contingency language is included in the proposed agreement? (reopeners, etc.): none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

F. Source of Funding for the Proposed Agreement:

1. Current Year:

General fund ongoing revenue

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? General fund

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 221,885,245
b.	State Standard Minimum Reserve Percentage for this District	3%
C.	State Standard Minimum Reserve Amount for this District	\$ 6,656,557
1	(Line 1 times Line 2 or \$66,000 for a district with less than 1,001 ADA)	

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 6,649,145
b.	General Fund Budgeted Unrestricted Unappropriated Amount	\$ 5,175,947
C.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0
e.	Total District Budgeted Unrestricted Reserves	\$ 11,825,092

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

XX Yes



H. Certification

agreement and is submitted to the Governing B	mmarizes the financial implications of the proposed loard for public disclosure of the major provisions in a requirements of AB 1200 and G.C. 3547.5.
and the second	he school district under this agreement can be met the term of the agreement.
District Superintendent	5-9-18
(Signature)	Date
District Chief Business Official	5/9/2018
(Signature)	Date

	(Col. 1) Latest Board Approved Budget Before Settlement (As of)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271			35,178,271
TOTAL REVENUES	197,212,769	0	0	197,212,769
EXPENDITURES				
1000 Certificated Salaries	88,570,997	90,624		88,661,621
2000 Classified Salaries	31,706,199	241		31,706,199
3000 Employees' Benefits	43,726,754	18,242		43,744,996
4000 Books and Supplies	20,467,177			20,467,177
5000 Services and Operating Expenses	24,593,284			24,593,284
6000 Capital Outlay	10,005,272			10,005,272
7100-7499 Other	2,459,613			2,459,613
TOTAL EXPENDITURES	221,529,296	108,866	0	221,638,162
OPERATING SURPLUS (DEFICIT)	(24,316,527)	(108,866)	0	(24,425,393)
OTHER SOURCES AND TRANSFERS IN	3,300,000			3,300,000
OTHER USES AND TRANSFERS OUT	247,083			247,083
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(21,263,610)	(108,866)	0	(21,372,476)
BEGINNING BALANCE	40,755,308	2 2 1		40,755,308
CURRENT YEAR ENDING BALANCE	19,491,698	(108,866)	0	19,382,832
COMPONENTS OF ENDING BALANCE	· · · · · · · · · · · · · · · · · · ·			
Non-spendable (9711-9719)	145,000			145,000
Restricted (9740)	828,428	1		828,428
Committed (9750 / 9760)				0
Assigned (9780)	6,584,312			6,584,312
Reserve for Economic Uncertainties (9789)	6,645,879	3,266		6,649,145
Unappropriated Amounts (9790)	5,288,079	(112,132)	0	5,175,947

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6,

page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6, 2018

STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS	
SECTION C: CONSENT AGENDA	X Agreement Category:
	Academic Academic
	Enrichment
	Special Education
	Support Services
	Personnel
	Legal
	Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES	1 ST Reading 2 nd Reading

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OEA (Penanhoat)

In accordance with AB 1200 and Government Code, Section 3547.5: "Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the <u>costs</u> that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction."

In keeping with this requirement, the cost projections for the proposed agreement with OEA are presented herewith for the Board's information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

FISCAL IMPACT

Information only.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for OEA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with OEA (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oxnard School District		
Name of Bargaining Unit:	Oxnard Educators Association (OEA)		
The proposed agreement of	covers the period:	Employee Ty	pe:
Beginning:	July 1, 2017	Certificated:	X
Ending:	June 30, 2018	Classified:	1

The proposed agreement will be acted upon by the Governing Board at its meeting on: 16-May-18

A. Proposed Change in Compensation:

		Cost Prior Fiscal Impact of Proposed Agreement									
	Compensation	and the second sec	To Proposed Agreement		Current Year 2017-18		Year 2 2018-19		100000		Year 3 2019-20
1	Salary Schedule - Increase/(Decrease)	\$ 62,05	8,616	\$	620,586	\$		\$	620,586		
-				-	1.00%	-	1.00%	-	1.00%		
2.	Step and Column - Increase/(Decrease) due to	1000000000		\$	1 2 4	\$		\$			
	movement plus any changes due to settlement.	and a second		-	%	-	%		9		
3.	Other Compensation - Increase/(Decrease)			\$	2 - 2	\$		\$			
μ.	(Stipends, Bonuses, Etc)				%		%	11	%		
4.	Statutory Benefits - Increase/(Decrease) in	\$ 11,42	9.335	s	114,293	\$	125,774	\$	137,274		
	STRS, PERS, FICA, WC, UI, Medicare, etc.				1.00%		1.10%		1.20%		
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 10.76	0.716	s	0	\$	0	\$	0		
		1.00			0.00%		0.00%	Ť.	0.00%		
6.	Total Compensation - Increase/(Decrease)	\$ 84,24	8.667	\$	734,879	\$	746,360	\$	757,860		
	(Total Lines 1-5)		-	-	0.87%		0.89%		0.90%		
7.	Total Number (FTE) of Represented Employees	#	801	#	801	#	801	#	801		
8.	Total Compensation Cost for Average Employee	\$ 10	5,179	\$	917	\$	932	s	946		
	Increase/(Decrease) (Line 6/Line 7)				0.87%		0.89%		0.90%		
9a.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate	\$	261	\$	264	\$	264	\$	264		
		1		-	1.00%		1.09%		1.09%		
	-Maximum Daily Rate	\$	555	\$	561	\$		\$	561		
					1.00%	_	1.00%	_	1.00%		
	-Substitute Daily Rate	\$		\$		\$		\$			
			-		%	-	%		9		
9b.	- Annual Health/Welfare Benefit amount per FTE	\$	3,219	\$	13,219	\$	13,219	_			
	Actual Capped	1.4			0.00%	-	0.00%	1.			

Please include comments and explanations as necessary:

1% increase on salary schedule

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

Class size 2-3 26:1 no class over 27; class size over 27 will receive \$45/mo/student stipend Class size 4-5 34:1; class size over 34 will receive \$45/mo/student stipend; no 4/5 combo class over 30

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

Staff reductions as a result of releasing EST's and TOSAs; replacing with smaller class size, hire 17 for decreased class size, planned net reduction of 11-15 teachers in conjunction with offering of Early Retirement Incentive

- D. What contingency language is included in the proposed agreement? (reopeners, etc.): none
- E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

Planned out year decrease due to retirement incentive plan, and being able to hire in at lower step and column. In addition plan to non-replace seven to fifteen teachers

F. Source of Funding for the Proposed Agreement:

1. Current Year: General fund ongoing revenue Savings from early retirement incentive estimated at \$2M over five years

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? General fund

 If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 222,511,258
b.	State Standard Minimum Reserve Percentage for this District	3%
c.	State Standard Minimum Reserve Amount for this District	\$ 6,675,338
	(Line 1 times Line 2 or \$66,000 for a district with less than 1,001 ADA)	

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 6,675,338
b.	General Fund Budgeted Unrestricted Unappropriated Amount	\$ 4,523,741
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0
e.	Total District Budgeted Unrestricted Reserves	\$ 11,199,079

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent (Signature)

05-07-2018 Date

District Chief Business Official (Signature)

	(Col. 1) Latest Board Approved Budget Before Settlement (As of)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271		-	35,178,271
TOTAL REVENUES	197,212,769	0	0	197,212,769
EXPENDITURES				
1000 Certificated Salaries	88,570,997	620,586		89,191,583
2000 Classified Salaries	31,706,199			31,706,199
3000 Employees' Benefits	43,726,754	114,293	· · · · · · · · · · · · · · · · · · ·	43,841,047
4000 Books and Supplies	20,467,177	1. A. T.	2 - C - C	20,467,177
5000 Services and Operating Expenses	24,593,284		1	24,593,284
6000 Capital Outlay	10,005,272			10,005,272
7100-7499 Other	2,459,613			2,459,613
TOTAL EXPENDITURES	221,529,296	734,879	0	222,264,175
OPERATING SURPLUS (DEFICIT)	(24,316,527)	(734,879)	0	(25,051,406)
OTHER SOURCES AND TRANSFERS IN	3,300,000			3,300,000
OTHER USES AND TRANSFERS OUT	247,083		(i	247,083
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(21,263,610)	(734,879)	0	(21,998,489)
BEGINNING BALANCE	40,755,308	11000		40,755,308
CURRENT YEAR ENDING BALANCE	19,491,698	(734,879)	0	18,756,819
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	145,000		/ · · · · · · · · · · · · · · · · · · ·	145,000
Restricted (9740)	828,428			828,428
Committed (9750 / 9760)				0
Assigned (9780)	6,584,312			6,584,312
Reserve for Economic Uncertainties (9789)	6,645,879	29,459		6,675,338
Unappropriated Amounts (9790)	5,288,079	(764,338)	0	4,523,741

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6,

page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6, 2018

STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	X Agreement Category: Academic Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION	
SECTION F: BOARD POLICIES	1 ^{s⊤} Reading 2 nd Reading

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OSSA (Penanhoat)

In accordance with AB 1200 and Government Code, Section 3547.5: "Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the <u>costs</u> that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction."

In keeping with this requirement, the cost projections for the proposed agreement with OSSA are presented herewith for the Board's information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the "Disclosure of Collective Bargaining Agreement" form for OSSA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with OSSA (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District:	Oxnard School District		
Name of Bargaining Unit:	Oxnard Support Services Association (OSSA)		_
The proposed agreement of	covers the period:	Employee Ty	pe:
Beginning:	July 1, 2017	Certificated:	X
Ending:	June 30, 2018	Classified:	-

The proposed agreement will be acted upon by the Governing Board at its meeting on: May 16, 2018

A. Proposed Change in Compensation:

		Cost Prior Fiscal Impact of Proposed Agreement			
	Compensation To Proposed Agreement				
1.	Salary Schedule - Increase/(Decrease)	\$ 8,551,031	\$ 85,510 1.00%		A commence of the second s
2,	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$	· ·	\$0.00%
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,574,843	\$ 15,748 1.00%		
5.	Health/Welfare Benefits - Increase/(Decrease)	\$0	\$ 0 #DIV/0!		\$ 0 #DIV/0
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,125,874	\$ 101,258 1.00%		\$ 104,423 1.03%
7.	Total Number (FTE) of Represented Employees	# 827	# 827	# 827	# 827
8,	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 12,244	\$ 122 1.00%		\$ 126 1.03%
9a.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate	\$	\$	\$	\$
	-Maximum Daily Rate	\$	\$	S	\$
	-Substitute Daily Rate	\$	\$	\$	\$
9b.	- Annual Health/Welfare Benefit amount per FTE	\$ 0	a la companya da companya d	\$ 0	

Please include comments and explanations as necessary:

1% increase on salary schedule

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none
What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

none

- D. What contingency language is included in the proposed agreement? (reopeners, etc.): none
- E. Will this agreement create, increase, or decrease deficit financing in the current or future years?
 - No

F. Source of Funding for the Proposed Agreement:

1. Current Year:

General fund ongoing revenue

2. How will the ongoing cost of the proposed agreement be funded in <u>future</u> years? General fund

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 221,877,638
b	. State Standard Minimum Reserve Percentage for this District	3%
c	State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$66,000 for a district with less than 1,001 ADA)	\$ 6,656,329

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 6,648,917
b.	General Fund Budgeted Unrestricted Unappropriated Amount	\$ 5,183,782
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0
d.	Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0
e.	Total District Budgeted Unrestricted Reserves	\$ 11,832,699

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

XX Yes



H. Certification

 The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

 We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

 District Superintendent (Signature)

 District Chief Business Official

 District Chief Business Official

	(Col. 1) Latest Board Approved Budget Before Settlement (As of)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271			35,178,271
TOTAL REVENUES	197,212,769	0	0	197,212,769
EXPENDITURES				
1000 Certificated Salaries	88,570,997	85,510	4 · · · · · · · · · · · · ·	88,656,507
2000 Classified Salaries	31,706,199		-	31,706,199
3000 Employees' Benefits	43,726,754	15,748		43,742,502
4000 Books and Supplies	20,467,177		· · · · · ·	20,467,177
5000 Services and Operating Expenses	24,593,284			24,593,284
6000 Capital Outlay	10,005,272			10,005,272
7100-7499 Other	2,459,613			2,459,613
TOTAL EXPENDITURES	221,529,296	101,259	0	221,630,555
OPERATING SURPLUS (DEFICIT)	(24,316,527)	(101,259)	0	(24,417,786)
OTHER SOURCES AND TRANSFERS IN	3,300,000		Internet all	3,300,000
OTHER USES AND TRANSFERS OUT	247,083			247,083
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(21,263,610)	(101,259)	0	(21,364,869)
BEGINNING BALANCE	40,755,308	and the second second		40,755,308
CURRENT YEAR ENDING BALANCE	19,491,698	(101,259)	0	19,390,439
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	145,000			145,000
Restricted (9740)	828,428			828,428
Committed (9750 / 9760)				0
Assigned (9780)	6,584,312			6,584,312
Reserve for Economic Uncertainties (9789)	6,645,879	3,038		6,648,917
Unappropriated Amounts (9790)	5,288,079	(104,297)	0	5,183,782

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6,

page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

OSD BOARD AGENDA ITEM

Name	of Contributor: Rol	pin Freeman	Date of Meeting:	6/6/18
A-1. A-II. B. C.	Study Session: Closed Session Preliminary Reports Hearings Consent Agenda	Agreement Category: Agreement Category: Academic Enrichment X Special Education Support Services Personnel Legal Facilities		
D. F.	Action Items Board Policies	1 st Reading 2 nd Reading		
••				

Approval of Amendment #1 to Agreement #17-107 – STAR of CA, ERA ED (Freeman/Sugden)

At the Board meeting of August 23, 2017, the Board of Trustees approved Agreement #17-107 with STAR of CA/ERA for classroom support and 1 to 1 Behavior Therapists for the 2017-2018 school year, in the amount not to exceed \$500,000.00.

Amendment #1 in the amount of \$242,000.00, will increase the number of service hours for students receiving classroom support and 1:1 Behavior Therapist services through the remainder of the fiscal year, for a new total contract amount of \$742,000.00.

FISCAL IMPACT:

Not to exceed \$242,000.00 - Special Ed. Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-107 between Oxnard School District and STAR of CA, ERA ED.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, STAR of CA, ERA ED (1 Page) Agreement #17-107, STAR of CA, ERA ED (10 Pages)

AMENDMENT #1 TO AGREEMENT #17-107 with STAR of CA/ERA ED June 6, 2018

At the Board meeting of August 23, 2017, the Board of Trustees approved Agreement #17-107 with STAR of CA/ERA for classroom support and 1 to 1 Behavior Therapists for the 2017-2018 school year, in the amount not to exceed \$500,000.00.

Amendment #1 in the amount of \$242,000.00, will increase the number of service hours for students receiving classroom support and 1:1 Behavior Therapist services through the remainder of the fiscal year, for a new total contract amount of \$742,000.00.

STAR of CA/ERA ED:

Date:

By: _____ Doug Moes, President

OXNARD SCHOOL DISTRICT

By: _____ Lisa A. Franz, Director, Purchasing

Date:

OXNARD SCHOOL DISTRICT

AGREEMENT #17-107 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this <u>23rd</u> day of <u>August 2017</u>, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and <u>STAR of CA, a</u> <u>Professional Psychological Corporation (DBA STAR of CA, and ERA ED)</u> located <u>4880 Market St, Ventura</u> <u>CA 93003</u>, hereinafter referred to as "Provider/Consultant"

WITNESSETH:

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. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED 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 July 1, 2017 and terminating June 30, 2018

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 atteach students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED 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:

Chris Ridge	Director of Pupil 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 <u>\$500,000.00</u> pursuant to this Agreement. Provider shall be compensated at the rate of <u>\$52.04</u> per hour for 1 to 1 behavioral support to students, <u>\$102.03</u> per hour for behavioral consultation and supervision services, <u>\$330.00</u> for 2 hours workshops, and <u>\$660</u> 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 involce 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, involce 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, 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 OF VENTURA COUNTY

Lisa A. Franz, Director, Purchasing

Date

STAR of CA, ERA ED, VENTURA CA

Dr. Doug Moes, President, CEO

7-31-17

1	CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 07/28/2017					
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K. Key and Lock Replacement - Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you,

- (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Page 6 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
 - a. Medical Directors and Administrators Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. Managers and Supervisors Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. Broadened Named Insured Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. Funding Source Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. Home Care Providers At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. Managers, Landlords, or Lessors of Premises Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

Page 7 of 12

Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- Grantors of Permits Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- Vendors Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor,
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- Franchisor Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. As Required by Contract Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- Owners, Lessees or Contractors Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

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

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

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

Page 9 of 12

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- State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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OSD BOARD AGENDA ITEM

Name	of Contributor: Robin I.	Date of Meeting: 6/6/18	
A.	Preliminary Study Session Report	-	
B.	Hearing:	_	
C.	Consent Agenda <u>X</u>	_	
		Agreement Category:	
		<u>X</u> Academic	
		Enrichment	
		Special Education	n
		Support Services	
		Personnel	
		Legal	
		Facilities	
D.	Action Items		
E.	Approval of Minutes	-	
F.	Board Policies 1 st Reading	2 nd Reading	

Approval of Participant to Attend Out of State Spelling Bee – San Antonio, Texas (Freeman/DeGenna)

On April 21, 2018, Rio School District hosted the the 3rd Annual Ventura County Spanish Spelling Bee. All of the County Biliteracy programs were represented, and an Oxnard School District student, Larissa Marano Barcelo, student at Soria School won first place. The first place position entitles the student to participate in the National Spanish Spelling Bee in San Antonio, Texas. The National Spelling Bee will take place July 12-15. The Education Services Department would like to send the student, parent and principal of Soria School, Mrs. Aracely Fox to San Antonio, Texas to represent the Oxnard School District.

FISCAL IMPACT: Cost of meals, travel and lodging not to exceed \$4000.00. Paid out of Title I funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Dual Language Program that the Board of Trustees approve this item as presented.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman	Date of Meeting: 6/6/18
STUDY SESSION	
SECTION C: CONSENT AGENDA <u>X</u>	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal Facilities
SECTION D: ACTION SECTION E: APPROVAL OF MINUTES SECTION F: BOARD POLICIES 1 ST Read	ling 2 nd Reading

TITLE: Out of State Conference, 21st Annual Safe and Civil Schools National Conference in Portland, Oregon (Freeman/Ridge)

The Board's approval is requested for Mr. Michael Chris Ridge, Director of Pupil Services and fourteen (14) other Oxnard School District and one (1) VCOE staff member, for a total of 16 people to attend the 21st Annual Safe and Civil Schools National Conference in Portland, Oregon, from July 15-19, 2018.

Safe and Civil Schools has partnered with schools to improve school climates, address the socialemotional learning needs of students, and assist with effective customize professional development plans, as well as empowering staff to establish positive conditions for learning.

This conference gives the opportunity to increase the fidelity of implementation of foundations, CHAMPS, and interventions. The conference also allows for a deeper look into the ins and outs of positive behavioral interventions and supports (PBIS) and multi-tiered systems of support (MTSS) to assist in improving student engagement, managing classroom behavior effectively, and motivating even the most challenging students.

Attendees:

SCHOOL/SITE	STAFF	<u>TITLE</u>
Pupil Services	Michael Chris Ridge	Director
Marshall	KerryAnn Magner Varela	School Counselor
Curren	Christine McDaniels	Principal
Curren	Jenna Cochrane	Teacher
District Office	Anjanette Carrillo	PAR Teacher
McKinna	Juan Oy	Teacher
Sierra Linda	Tamara Leftwich	Teacher
Kamala	Laura Mason	Teacher
Elm	Corina Saturnino	Teacher
Frank	Gave Covarrubias	Assistant Principal

VCOE	Echo Lee	ELD/Dual Language Content Specialist
McAuliffe Driffill TBD TBD TBD	Mary Elisondo Carol Flores-Beck	Principal Principal

FISCAL IMPACT:

Total cost not to exceed \$60,000 for the following expenses, to be paid out of CHAMPS/PBIS funds and site funds.

\$15,600 Conference registrations \$975 each

\$ 4,800 Airfare at estimated \$300 round trip each\$20,588 Lodging at about \$1,286.75 single/doubles for 4 nights

\$ 1,600 Shuttle service, about \$100 each as needed

- \$ 1,700 Mileage at .535 mile rate round trip each as needed
- \$ 6,000 for 5 days of 3 meals for each at about \$25 per meal (\$75 a day for 15 people x 5 days)
- \$ 500 for materials

<u>\$ 2,880</u> Wages for about 12 non-admin staff members at about \$240 for 1 day (Sunday) \$53,668 Estimated Grand total

RECOMMENDATION:

It is the recommendation of the Director of Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the out of state conference attendance as outlined above.

ADDITIONAL MATERIAL(S):

Attached: Workshop information

Page 1 of 2

General Information

Conference Sessions

SCS Home

Conference Home

Safe & Civil Schools Overview

General Information

Sessions

Presenters

Registration & Fees

Download Brochure

Download Fill-and-Print PDF Registration Form

Download Hotel Transportation Information

Hotel Information

conterence bessions

Sessions will begin at 8:30 am and continue until 3:30 pm Monday through Thursday (every day).

When planning your schedule, note that some sessions run across four days while others are given in two days. Make sure that you enroll in only one session per day. Use the session calendar to assist in planning.

Note: Some conference sessions will fill early. Please confirm your registration before you book travel and hotel.

Location

The conference will be held at the Portland Marriott Downtown Waterfront Hotel. The hotel is ideally situated along the waterfront in downtown Portland, Oregon. Shop downtown boutiques and national retail stores, visit art galleries, catch a concert at the Portland Center for the Performing Arts, or take a leisurely stroll through the Governor Tom McCall Waterfront Park. All of this within walking distance of your room!

A **limited number of rooms** are available at special reduced rates starting at \$184 single/double occupancy + tax. Rooms fill quickly and, when capacity is achieved, the hotel will not honor this rate. As long as this reduced rate is available, you will receive it automatically when you book online. If you call to make a reservation, however, please indicate that you are with the *Safe & Civil Schools* National Conference to receive the reduced rate.

Rooms fill quickly, so reserve your room as soon as your conference registration is confirmed. Please wait until we have confirmed your conference registration to book travel and hotel reservations!

Note that the hotel does not offer shuttle service to and from Portland International Airport. For information about driving directions, parking options, or alternative transportation (rail, bus, or taxi), click here.

Hotel Amenities: Gift/newsstand, vending machines, in-room coffee/tea, toll-free phone calls, room service, on-demand movies, newspaper delivered to room (on request), daily housekeeping service, valet dry cleaning, coin-operated laundry onsite, and fitness center with cardia outproper free weights, treadeally staticary black index solutions

cardio equipment, free weights, treadmills, stationary blkes, indoor saltwater pool, and whiripool.

Breakfast and Lunch

Daily light continental breakfast and buffet lunch will be provided to all participants. Vegetarian options are available. If you have dietary concerns, please call us at 1-800-323-8819 in advance of the conference.

Materials

All participants will receive session handouts. Participants in Training of Trainer sessions will receive reproducible workshop handouts and PowerPoint presentations that they may use in their district staff development activities.

We ask that participants in Training of Trainer sessions bring the required books as listed in the **session descriptions**. Presenters will use material from the books in their presentations. Please note that General Content sessions may also require texts.

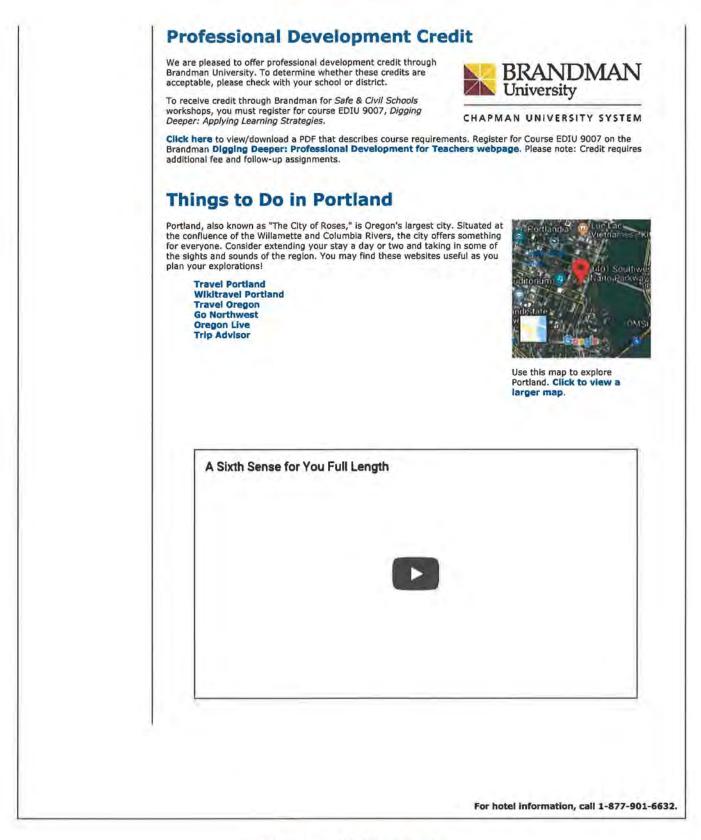
Materials will be available for purchase at the conference. To purchase in advance, order from:

- Pacific Northwest Publishing online
- Call 1-866-542-1490
- Fax a PO to 541-345-1507
- Download an order form and mail the completed copy to: Pacific Northwest Publishing PO Box 50610 Eugene, OR 97405



http://www.safeandcivilschools.com/events/national-conference-2018/information.php

4/30/2018



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http://www.safeandcivilschools.com/events/national-conference-2018/information.php 4/30/2018

Session Calendar & Descriptions

SCS Home

Conference Home

Safe & Civil Schools Overview

General Information

Sessions

Presenters

Registration & Fees

Download Brochure

Download Fill-and-Print PDF Registration Form

Download Hotel Transportation Information

Hotel Information

Important Notes

Every day, sessions run from 8:30 am to 3:30 pm. When planning your schedule, note that some sessions run across four days, while others are given in two days. Make sure that you enroll in only one session per day. Use the session calendar below to assist in planning.

TRAINING OF TRAINER (TOT) sessions require prior knowledge of content. You are also required to bring books with you to the session. Please see descriptions in the table below. As a participant in TOT sessions, you will receive a thumb drive with reproducible workshop handouts and PowerPoint presentations.

Note that a few GENERAL CONTENT sessions also require texts.

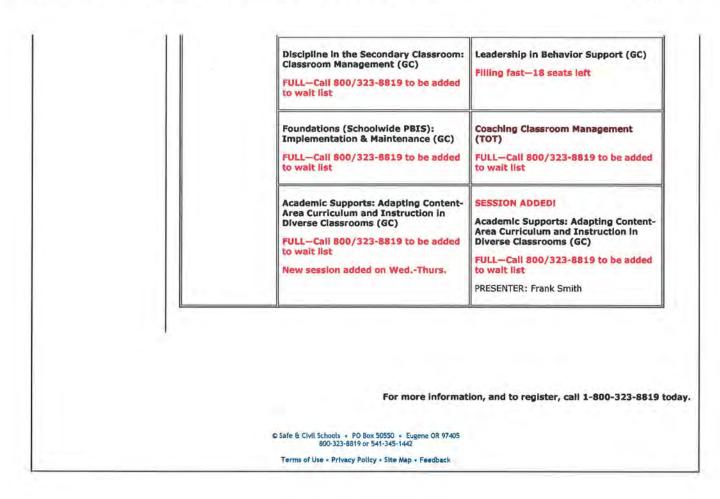
Please select sessions from the track that applies to you. Click on a session name in the grid below to find out more about the session. **Training of Trainer** sessions are red and **General Content** sessions are gold.

PLEASE NOTE: SOME SESSIONS ARE CLOSE TO FILLING!

If a session you are interested in is full, please contact us at 800/323-8819 to be put on the waiting list for that session.

Session availability current as of 4/30/2018.

Sunday 7/15	Monday 7/16 8:30am-3:30pm	Tuesday 7/17 8:30am-3:30pm	Wednesday 7/18 8:30am-3:30pm	Thursday 7/19 8:30am-3:30pm
All registrants are invited to attend the keynote and	4-Day Sessions			
2:00-6:00 pm				
Registration Stop by any time to pick up conference packets.				
7:00-8:30pm Keynote with Randy Sprick, Susan J. Isaacs, and	Explicit Instruction	(ТОТ)		
Jessica Sprick. 2-Day Sessions		2-Day Sessions		
8:30–9:30 pm Reception Come meet your colleagues, the presenters, and Safe & Civil Schools	CHAMPS Classroom Management (GC) FULL—Call 800/323-8819 to be added to wait list Addressing Absenteeism (GC) Filling fast—6 seats left			
staff at the reception immediately following the keynote address.	The Tough Kid Serie Behavior Manageme FULL—Call 800/323 to wait list	ent (GC)	Designing Behavior Intervention Plans: The Safe & Civil Schools Approach (GC)	
	Designing a Compre Prevention and Inte	chensive Bullying ervention Plan (GC)	Expanding Tier 2 Be Check-In Systems a (GC) FULL—Call 800/323 to wait list	ind Meaningful Job



Follow These Four Steps! TO REGISTER: CALL 1-800-323-8819 or FAX 541-345-6431 or MAIL Safe & Civil Schools, Step 1: Register P.O. 50550, Eugene, OR 97405 You may register for the conference by phone, fax, or mail. All registrants SCS Home may attend the keynote presentation and reception on Sunday, July 15 **Conference Home** (7:00 pm-9:30 pm). Safe & Civil Schools For your convenience, you can download a Fill-and-Print registration form, complete the form on your Overview computer, print it out, and fax it to us at 1-541-345-6431 or mail it to the above address **General Information** Please note that pre-registration is required for each session you will attend. We cannot accept registrations on the day the conference begins. Please wait until your conference registration is confirmed Sessions before you book your travel or hotel reservation in case conference sessions have filled. Presenters A calendar and session descriptions are available online to help you with your planning. **Registration & Fees** Step 2: Pay Your Registration Fee **Download Brochure Download Fill-and-**You may use your Visa or MasterCard, write a check, or submit a purchase order. Please make checks or purchase Print PDF orders payable to Safe & Civil Schools. **Registration Form Download Hotel Conference Fees** Transportation Information Entire conference \$975.00 Hotel Information \$695.00 Any two days **Cancellation Policy** Due to limited seating, there will be a \$25 processing fee for cancellations made before May 25, 2018, and a \$150 processing fee for cancellations between May 25 and June 15, 2018. No refunds are possible for cancellations after June 15, 2018. Step 3: Order Required Texts The Safe & Civil Schools conference materials identified in session descriptions are essential to the workshop. To purchase items in advance, order from Pacific Northwest Publishing online, call 1-866-542-1490, or fax PO to (541) 345-1507. Books will also be available for purchase at the conference. Step 4: Book Your Room and Travel Please wait until we have confirmed your conference registration before you book your hotel room or make travel arrangements in case the conference sessions you wish to attend have already filled. If you wish to reserve a room at the Portland Marriott Downtown Waterfront Hotel, you may do so online on the Marriott website or call reservations at 1-877-901-6632. If you call, be sure to reference the Safe & Civil Schools National Conference to receive the special reduced room rate. More information about the Portland Marriott Downtown Waterfront can be found on our General Information page. Space is limited-register today!

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 6, 2018

A.	Preliminary				
	Study Session				
	Report				
B.	Hearing:				
C.	Consent Agenda	X			
	Agreement Category:				
			Academic		
			Enrichme	nt	
		_	Special E	ducation	
		_	Support S	bervices	
		_	Personnel		
		-	Legal		
		-	Facilities		
D. E.	Action Items Approval of Minutes				
F.	Board Policies	1 st Read	ing	2 nd Reading	

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

Establish

a five hour and forty five minute, 183 day Paraeducator II position number 8966 to be established in the Special Education department. This position will be established to provide support.

Abolish

a five hour 192 day Office Assistant II position number 5424 to be abolished at Driffill school. This position will be abolished due to the lack of funds.

a five hour 183 day Clerical Assistant position number 1038 to be abolished at Driffill school. This position will be abolished due to the lack of funds.

Reduce

a six hour 183 day Paraeducator III positon number 1001 to be reduced to 5.75 hours in the Special Education department. This position will be reduced due to the lack of work.

a four hour 183 day Paraeducator I positon number 7275 to be reduced to 2 hours at Elm school. This position will be reduced due to the lack of funds.

a four hour 183 day Paraeducator I positon number 7173 to be reduced to 2 hours at Elm school. This position will be reduced due to the lack of funds.

an eight hour 203 day Office Assistant II position number 1312 to be reduced to 7 hours at McKinna school. This position will be reduced due to the lack of funds.

FISCAL IMPACT:

Cost for Paraeducator II - \$27,258 Special Education Savings for Office Assistant II - \$27,399 General Savings for Clerical Assistant - \$20,491 Site Savings for Paraeducator III - \$16,302 Special Education Savings for Paraeducator I - \$9,050 Site Savings for Paraeducator I - \$9,050 Site Savings for Office Assistant II - \$5,638 General

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve the establishment, abolishment, and reduction of the positions, as presented.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 6, 2018

A.	Preliminary				
	Study Session				
	Report				
B.	Hearing:				
C.	Consent Agenda	X			
	Agreement Category:				
			Academic		
			Enrichme	nt	
			Special E	ducation	
			Support S		
			Personnel		
			Legal		
			Facilities		
D.	Action Items				
E.	Approval of Minutes				
F.	Board Policies	1 st Reading		2 nd Reading	
г.	Board Policies	i Keading		2 Reading	

Personnel Actions (Vaca)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT: N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

- Classified Personnel Actions (three pages)
- Certificated Personnel Actions (one of page)

New Hire		
Barron, Teresa A.	Accountant/Internal Auditor, Position #1419 Budget & Finance 8.0 hrs./246 days	05/15/2018
Brende, Marilyn B.	School Occupational Therapist, Position #8474 Special Education 8.0 hrs./203 days	05/07/2018
Flores, Guillermina M.	Transportation Driver, Position #8705 Transportation 5.5 hrs./183 days	06/04/2018
Johnson, Crystal L.	Health Care Technician, Position #8796	05/07/2018
Johnson, Shane J.	Special Education 7.0 hrs./183 days Paraeducator II, Position #2235 Special Education 5.75 hrs./183 days	05/07/2018
Reyes, Melissa S.	Library/Media Technician, Position #2523 Ramona 5.0 hrs./190 days	08/13/2018
Limited Term		
Barrientos, Alexandria J.	Paraeducator	05/01/2018
Delgadillo, Raymond	Custodian	05/22/2018
Hernandez Salcedo, Teresa	Paraeducator	04/13/2018
Meza, Brandy E.	Paraeducator	05/22/2018
Monreal, Susana	Child Nutrition Worker	05/08/2018
Ramirez Delgado, Diana Z.	Paraeducator	05/14/2018
Rivera, Edith D.	Child Nutrition Worker	05/08/2018
Rosales, Jacob B.	Child Nutrition Worker	04/14/2018
Ruvalcaba, Veronica	Paraeducator	04/30/2018
Sanchez Hernandez, Graciela	Child Nutrition Worker	04/03/2018
Sandoval Lazalde, Haydee	Clerical	05/15/2018
Watson Williams, Anjalate D.	Paraeducator	05/15/2018
<u>Exempt</u>		
Naranjo, Illeana	Campus Assistant	03/21/2018
Ramirez, Fernando	Campus Assistant	05/02/2018
Promotional		
Perez, Catalina	School Office Manager, Position #734	05/21/2018
	Lemonwood 8.0 hrs./215 days	
	Attendance Accounting Technician, Position #358	
	Lemonwood 8.0 hrs.//210 days	/ / / -
Romero, Adriana	School Office Manager, Position #1824 Ramona 8.0 hrs./210 days Secretary, Position #6416	05/29/2018
	Enrollment Center 8.0 hrs./246 days	/ /
Sandoval, Michelle K	School Office Manager, Position #989	05/16/2018
	Brekke 8.0 hrs./203 days	
	Office Assistant II, Position #2404 Soria 8.0 hrs./203 days	
Administrative Transfer		
Fox, Timothy	Custodian, Position #39	05/21/2018
-	District Office 8.0 hrs./246 days	
	Custodian, Position #6449	
	Lemonwood 8.0 hrs./246 days	

<u>Transfers</u>		
Lopez, Richard Jr.	Custodian, Position #39	05/21/2018
	District Office 8.0 hrs./246 days	
	Custodian, Position #6448	
	Driffill 4.0 hrs./246 days	05/01/0010
Salas Contreras, Jose L.	Custodian, Position #1239	05/21/2018
	Sierra Linda 8.0 hrs./246 days Custodian, Position #6449	
	Lemonwood 4.0 hrs./246 days	
Sandoval, Michelle K	Office Assistant II, Position #2404	05/07/2018
Sando val, intenene m	Soria 8.0 hrs./203 days	00/07/2010
	Office Assistant II, Position #970	
	Brekke 7.0 hrs./203 days	
In Lieu of Layoff Alvarado, Jorge L.	Site Technology Technician Desition #2826	06/30/2018
Alvalado, Jolge L.	Site Technology Technician, Position #2836 Frank 8.0 hrs./246 days	00/30/2018
	Site Technology Technician, Position #6802	
	Haydock 8.0 hrs./192 days	
Guiltinan, James B.	Site Technology Technician, Position #2503	06/30/2018
,	Chavez 8.0 hrs./246 days	
	Site Technology Technician, Position #6804	
	Frank 8.0 hrs./192 days	
Gurrola, Mishael	Site Technology Technician, Position #2950	06/30/2018
	Fremont 5.0 hrs./246 days	
	Site Technology Technician, Position #2836	
	Frank 8.0 hrs./246 days	06/20/2010
Ortega, Benjamin	Site Technology Technician, Position #2946	06/30/2018
	Frank 5.0 hrs./246 days	
	Site Technology Technician, Position #2503 Chavez 8.0 hrs./246 days	
	Chavez 6.0 Ins./240 days	
<u>Medical Layoff</u>		
3789	Outreach Specialist, Position #2200	05/02/2018
Deturn from Leave of Absence		
Return from Leave of Absence Rivera, Winnie J.	Healthcare Technician, Position #2944	05/16/2018
Rivera, winne 3.	Pupil Services 7.0 hrs./183 days	03/10/2018
Resignation		
Nuckolls, Betty L.	Paraeducator II, Position #8614	05/18/2018
	Special Education 5.75 hrs./183 days	
Silva, Janet	Paraeducator I, Position #7186	05/10/2018
	McKinna 4.16 hrs./183 days	07/21/2010
Smith, Ashley R.	Paraeducator II, Position #8083	07/31/2018
	Special Education 5.75 hrs./183 days	
Retirement		
Ambriz Magana, Rosaelia M	Testing Assessment Analyst, Position #1698	06/30/2018
Alvara, Rosemary	Facilities Secretary, Position #994	06/30/2018
Ayala, Janette	Administrative Assistant, Position #2884	06/30/2018
Barajas, Maria L.	Custodian, Position #1046	06/29/2018
Brackrog, Lydia	Paraeducator II, Position #1364	06/14/2018
,,, uu		00/11/2010

Retirement continued

Ceballos, Luisa Cerball, Maria T. De Santiago, Isael Duff, Judith A. Escartin, Mireya D. Esquivel, Aida Farber, Norma E. Gaona, Cynthia R. Garcia, Antonio T. Garcia, Socorro G. Garza, Reynaldo Guevara, Rita M. Lemos, Albert M. MacPherson, Monica L. Navarro, Cecilia Z. Paniagua, Michele Pennington, Sam K Ramirez, Eusebia Rascon, Shari L. Sandoval, Janice E. Tanedo, Melinda Wagner, James F. Zuniga, Flora C.

Custodian, Position #1880	06/29/2018
Preschool Teacher, Position #2150	06/14/2018
Lead Custodian, Position #868	06/29/2018
Child Nutrition Cafeteria Coordinator, Position #2173	06/19/2018
Paraeducator II, Position #2060	06/14/2018
Paraeducator II, Position #2256	06/14/2018
Paraeducator II, Position #2245	06/14/2018
Instructional Assistant RSP, Position #461	06/14/2018
Child Nutrition Worker, Position #2853	06/18/2018
Custodian, Position #2544	06/29/2018
Instructional TV Service Coordinator, Position #1080	06/30/2018
Employee Benefits Specialist, Position #97	06/30/2018
Grounds Equipment Operator, Position #1371	06/29/2018
Office Assistant II, Position #1692	06/30/2018
Buyer, Position #589	06/30/2018
Child Nutrition Cafeteria Coordinator, Position #2187	06/19/2018
Custodian, Position #1477	05/31/2018
Paraeducator II, Position #7037	06/14/2018
Employee Benefits Specialist, Position #1121	06/30/2018
Child Nutrition worker, Position #129	06/19/2018
Paraeducator II, Position #2195	06/14/2018
Electronics Repair Technician, Position #187	06/29/2018
Preschool Teacher, Position #1443	06/14/2018

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

Boden, Gwendolyne	Teacher, BCLAD	08/14/2018
Chessani, Karli	Teacher	08/14/2018
Herrera, Griselda	Teacher, BCLAD	08/14/2018
Manzo, Veronica	Teacher, BCLAD	08/14/2018
Odell, Geoffrey	Teacher, BCLAD	08/14/2018
Reyes, Sugey	Teacher, BCLAD	08/14/2018
Serrano, Blanca	Teacher, BCLAD	08/14/2018
Smith, Alice	Psychologist	05/28/2018
Arevalo, Nancy	Substitute Teacher	2017/2018 School Year
•		

Resignation

Ellingson, Darcy	Teacher	June 14, 2018
Moreno, Daniela	Teacher	June 14, 2018
Salazar, Danica	Teacher, LA	June 14, 2018
Salazar, Henry	Teacher	June 14, 2018

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoa	at Date of Meeting: 6/6/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services Personnel
SECTION D: ACTION SECTION F: BOARD POLICIES 1	Legal Facilities X Reading 2 nd Reading

Approval of Agreement #18-16 Flewelling & Moody Architecture Inc. (Penanhoat/Fateh)

At the Board meeting of March 6, 2013, the Board of Trustees approved Amendment #1, in the amount of \$250,000, to Agreement #12-118 with F&M Architecture, to provide closeout coordination services as required for DSA certifications on the District's projects that did not have certification. Amendment #1 was funded by Measure L Funds.

At the Board meeting of March 15, 2017, the Board of Trustees approved Amendment #4, in the amount of \$155,000, to Agreement #12-118 with F&M Architecture, to provide additional services for DSA closeout and certification assistance for various previously completed construction projects. Amendment #4 was funded by Deferred Maintenance Funds. The term of the agreement as indicated in Amendment #4 expires in June 2018. In order to continue the DSA certification efforts, the District has requested F&M to provide the attached proposal for a Not-to-Exceed amount of \$120,000. It is recommended that a new agreement is executed in-lieu of a subsequent Amendment to Agreement #12-118, which was initially intended to be related to the architectural services of the Driffill School P2P+Project. DSA closeout and certifications are required for public school construction projects for compliance with the State of California Field-Act.

FISCAL IMPACT

\$120,000.00 - Deferred Maintenance Funds

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees approve Agreement #18-16 with Flewelling & Moody Architecture Inc. as outlined above.

ADDITIONAL MATERIAL

- 1. Agreement #18-16 (13 Pages)
- 2. Proposal (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-16

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 6th day of June, 2018 by and between the Oxnard School District ("District") and Flewelling & Moody Architecture 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 <u>Exhibit A</u>, attached to this Agreement.

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

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

OPERATIVE PROVISIONS

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

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

2. Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 through December 31, 2019 (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 <u>Exhibit A</u> shall be completed during the Term pursuant to the schedule specified <u>Exhibit A</u>. 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 <u>Exhibit B</u> "Compensation". The total compensation shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00), 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 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. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

___ (Initials)

d. 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 <u>Exhibit C</u> "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 1055 South C Street Oxnard, California, 93030 Attention: David Fateh Phone: (805) 385.1514 x2501 Fax: (805) 486.5848
To Consultant:	Flewelling & Moody Architecture Inc. 815 Colorado Blvd., Suite 200 Los Angeles, CA 90041 Attention: Scott Gaudineer Phone: (323) 543.8300 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. DAVID FATEH shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed <u>Exhibit D</u> "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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

FLEWELLING & MOODY ARCHITECTURE INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number:

<u>EXHIBIT A</u> TO AGREEMENT FOR CONSULTANT SERVICES #18-16

SERVICES

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

PER ATTACHED PROPOSAL DATED 5/8/18

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

PER ATTACHED PROPOSAL DATED 5/8/18

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

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

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

- \Box None.
- \square Per attached proposal
- VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):
 - \Box None.
 - \square Per attached proposal

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

<u>EXHIBIT B</u> TO AGREEMENT FOR CONSULTANT SERVICES #18-16

COMPENSATION

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

Total Compensation Not to Exceed \$120,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed <u>\$ N/A</u> 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 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 \$120,000.00 as provided in Section 4 of this Agreement.

<u>EXHIBIT C</u> TO AGREEMENT FOR CONSULTANT SERVICES #18-16

INSURANCE

I. <u>Insurance Requirements</u>. 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. <u>Minimum Scope of Insurance</u>. 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. <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

A. <u>All Policies</u>. 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. <u>General Liability, Automobile Liability, and Abuse/Molestation Coverages</u>.

(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. <u>Other Requirements</u>. 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.

EXHIBIT D TO AGREEMENT FOR CONSULTANT SERVICES #18-16

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).

Consultants 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>FLEWELLING & MOODY ARCHITECTURE INC.</u>, who will provide Services under the Agreement, [] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz Director, Purchasing

815 Colorado Blvd Suite 200 Los Angeles, CA 90041 323 . 543 . 8300 flewelling-moody.com



Proposal for: Oxnard School District

DSA Closeout and Certification Assistance for various construction projects

Submitted to: Janet Peanahoat, Assistant Superintendent Business and Fiscal Services David Fateh, Director of Facilities

1051 A Street Oxnard California

May 8, 2018

TABLE OF CONTENTS

I:	Project Description/Scope of Work	3
II:	Scope of Services	3
III:	Project Team	4
IV.	Professional Services Fee	5
V.	Schedule of Billing Rates	6

DSA Closeout and Certification Assistance for Various Construction Projects

I. **Project Description/Scope of Work**

- 1. The District has a number of buildings and other structures that have not been certified by the Division of the State Architect (DSA). The District requires assistance in certification and developing the required documentation.
- 2. Assist the District in obtaining DSA Certification for eligible projects.

A. Scope of Services

- 1. Review with District the remaining 10 projects that require DSA certification and the outstanding items may be required to obtain certification. Complete submission of items on 7 projects that are in various stages to final certification.
- Meet with DSA staff to determine which project requirements are actually 2. required to meet certification approval
- 3. Develop or obtain required documentation from District archives, inspectors, testing labs, consultants, etc.
- 4. Field investigate existing conditions to determine feasibility of obtaining required certification
- 5. Submit documents and assist the District in obtaining Division of the State Architect approval
- 6. Provide construction administration services for the execution of the work.

I. **Project Team**

The project team members are as follows:

- Architect
- **Closeout Specialist**

Project Consultant

Scott Gaudineer, AIA, C-14211 Megan Fries

- John Labriola

Other team members shall be used as required to obtain DSA certification

IV. Professional Services Fee

The fee for the specified scope of services shall be on an hourly basis per Schedule of Billing Rates with a cap of \$120,000. The billing shall be monthly. Reimbursable and consultant expenses shall be submitted at cost plus ten percent (10%).

Schedule of Billing Rates

Effective January 1, 2018

Principal	\$200.00
Architect	\$150.00
CADD Drafter	\$110.00
Certification Specialist	\$90.00
Tech Assistant	\$75.00
Accountant	\$100.00

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances. Consultant and reimbursable costs shall be at cost, with no mark up.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat	Date of Meeting: 6/6/18
STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA	Agreement Category: Academic Enrichment Special Education Support Services Personnel Legal
SECTION D: ACTION SECTION F: BOARD POLICIES 1 st Re	Facilities ading 2 nd Reading
	Construction Services Agreement #16-199 with

At the Elm Street elementary Reconstruction Project, it was determined that the existing sewer line was inadequate to handle the wastewater flow from the school. In accordance with the City of Oxnard it was decided that the best course of action would be to remove and replace the current capacity deficient portion of the sewer grid. The necessary B Permit was obtained in August of 2017 to allow the Elm E.S. Reconstruction Project to connect to the public utilities. The City requires replacement of 780 linear feet of sewer line. Elm Change Order No. 001 pays for the construction and general contractor management costs for this additional scope of work.

Bernards Bros Inc. to adjust costs for the Elm Elementary School Reconstruction

Change Order No. 001 provides for the Board's consideration and approval of one (1) change order; COR No. 4 RO with the following scope of work.

• COR No. 4 RO - Elm School Sewer Pipe Line Replacement Project requested by City of Oxnard. This COR includes additional field engineering cost.

FISCAL IMPACT

(Penanhoat/Fateh/CFW)

<u>Eight Hundred Thousand Twenty-Two Dollars and Zero Cents (</u>\$800,022.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 001 to Construction Services Agreement #16-199 with Bernards Bros Inc. to provide Construction Services related to the Elm Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #001, Bernards Bros. Inc. (2 Pages)
- Bernards Bros. Inc., COR No. 4 RO (4 Pages)
- Construction Services Agreement #16-199 (108 Pages)



CHANGE ORDER

Date: 06.06.2018

CHANGE ORDER NO. 001

PROJECT: ELM E.S. RECONSTRUCTION PROJECT O.S.D. BID No. N/A O.S.D. Agreement No. 16-199 OWNER: Oxnard School District 1051 South A Street Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc. 6 Hutton Centre Drive, Ste. 1150 Santa Ana, CA 92707

CONTRACTOR:

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

Architects Proj. No.: 2013-40159 D.S.A. File No.: 56-22 D.S.A. App. No.: 03-116407

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	\$ 23,306,886.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$ 0.00
ADJUSTED CONTRACT SUM	\$ 0.00
NET CHANGE -	\$ 800,022.00
Total Change Orders to Date: 001	\$ 800,022.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001	\$ 24,106,908.00

Commencement Date:	January 30, 2017
Original Completion Date:	October 16, 2018
Original Contract Time:	661 Calendar Days
Time Extension for all Previous Change Orders:	000 Calendar Days
Time Extension for this Change Order:	. 000 Calendar Days
Adjusted Completion Date:	October 16, 2018
Percentage	(3.43%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Elm School Sewer Pipe line Replacement Project requested by City of Oxnard. This COR includes additional field engineering cost.	\$800,022.00			
2.					
3.					
4.					
5.	Totals	\$800,022.00			

Total Change Order No. 001 \$800,022.00

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

APPROVAL (REQUIRED): DATE:____ ARCHITECT: DATE: CONTRACTOR: **RECOMMENDED FOR APPROVAL:** OSD DSA INSPECTOR: DATE: ASSISTANT SUPERINTENDENT BUSINESS AND FISCAL SERVICES: DATE: APPROVAL (REQUIRED): DATE: **BOARD APPROVAL** DATE:_____ DIRECTOR OF FACILITIES: DATE: DSA APPROVAL

Change Order - Exhibit D Oxnard School District



CHANGE ORDER REQUEST

COR No. 4 R0

Date: 2/22/2018

Project: Elm Elementary School Reconstruction Project

Design Fee. This COR includes additional field enginee	ering cost.		
S	SUMMARY OF COSTS		
Item Description	Company	F	Amount Requested
	Contractural Costs		
			123,101
		Subtotal:	123,101
S	SUMMARY OF COSTS		
Item Description	Company	F	Amount Requested
	Subcontract Costs		
	J Vega Engineering Inc		572,570
		Subtotal:	572,570
	Contractual Costs		
Overhead 15%			104,351
Fee 4%			0
CCIP 1.25%			0
Bond .64%			0

Total Change Order Request Amount: 800,022

APPROVAL

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

Bernards Bros. Inc.

Oxnard School District

Signature

Printed Name & Title

Date

Printed Name & Title

Signature

Date

CHANGE ORDER PROPOSAL - PROJECT FIELD ENGINEER



Fee Summary ELM STREET ELEMENTARY SCHOOL Change Order No. 004

PROPO	DSAL		
	Staffing Costs		\$ 123,101
	General Conditions		\$ -
	Contractor Bond @ .64%		\$ -
	Contractor Controlled Insurance Program @ 1.25%		\$ -
	Builders Risk Insurance @ 1.15%		\$ -
	Subguard Insurance @ 1.20%		\$ -
	Contractor Fee @ 4.00%		\$ -
	Overhead @ 15.00%		\$ -
		TOTAL:	\$ 123,101
ITHLY RA	ТЕ		
	Position	Monthly Rate	
	Field Engineer	\$11,190	

Field Engineering manpower required for the project to provide oversight, coordination, design review, constructability and daily supervision.

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PW17-40 Elm School Sewer Pipeline Replacement Project

CITY OF OXNARD

PROJECT NAME - PROJECT NUMBER

Bidder's Name: J. Vegg Engineering, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	SEWER IMPROVEMENT					
1	Mobilization/Demobilization (up to 5% of Total Bid Price)	1001-3	LS	1		14,000
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1		26,500
3	Storm Water Pollution Prevention Plan	1800-3	LS	1		3,950
4	Sewer Main Bypass	1200-9	LS	1		6,800
5	Pre And Post CCTV Inspection	1201-3.1.6	LS	1		8,430
6	Furnish And Install 12" PVC Gravity Sewer Pipe (SDR 25) Complete-In-Place	1201-4	LF	785	202 **	158,570
7	Install 48" ID Sewer Manhole And Connect New 12" PVC & Existing Sewer Mains, Complete-In-Place	1201-4	EA	6	11,900	71,400
8	Install 72" ID Sewer Manhole And Connect New 12" PVC & Existing Sewer Mains, Complete-In-Place	1201-4	EA	1	12,800	12,800
9	Re-connect Active Lateral /Remodel To 12-Inch Sewer Mains. Complete-In-Place	1206-3	EA	6	10,500	63,000
10	Remove And Dispose Exist Sewer Manhole	1208	EA	7	4,250	29,750
11	Abandon Existing 8" Sewerline	1209	LF	670	2300	15,410
12	Miscellaneous Work (Pavement Striping/Marking –	1515-3	LS	1		3,600

BASE AMOUNT:

	Thermo)					
13	Dewatering	1901-3	LS	1		18,500
14	Trench Safety	1902-3	LS	1		16,000
15	Trench Stabilization	1903-4	TN	25	216	5,400
16	Remove And Replace PCC Cross Gutter	1174-6	SF	1,300	3200	41,600
17	Existing Sewer Pipe Repair / Replacement up to 8"	1207-5	LF	100	198	19,800
18	Relocate existing CIP water line (6" & 8") W/ 8" PVC DR 14 & connect to ex. waterline	1415-6	LF	100		26,500
19	Install 2" combined Air Vacuum valve per plate 308	1414-2	EA	2	4,900	9.800
20	Install 4" blow off per plate 307	1414-2	EA	2	5.680	11,360
21	Abandon existing 6" & 8" CIP waterline	1408-2	LF	100	2500	2,500
22	Furnish and install 8" gate valve	1409-5	EA	3	2,300	6,900
	BASE AMOUNT TO	TAL			\$	572,570

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT

TOTAL BID PRICE IN DIGITS: \$ 572,570.00

TOTAL BID PRICE IN WORDS: Five Hundred Seventy Two Thousand, Five Hundred Seventy.

Contractor must complete all Work within ____(40) Working Days of the City's Notice to Proceed.

Signature:	Juan	Nega	Title: President	Date: <u>2-19</u> -18
Bidder acknowl	edges receipt of	all addenda		

Addendum: Date Received: #01

Addendum:	Date Received:
#05	

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14th) day of December, 2016, 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 Elm Street Elementary School, located at 450 East Elm Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **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

- 1 -

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

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

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- A. <u>Construction</u>. 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. <u>Construction Documents.</u> 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. <u>Contract Documents.</u> 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,

- 2 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. <u>Guaranteed Maximum Price</u>. 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. <u>Project</u>. 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 **Exhibits A and B** attached hereto.
- F. **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.
- G. <u>Site</u>. 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.
- H. <u>Site Lease</u>. 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.
- 1. <u>Specifications</u>. 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.
- J. <u>Subcontractor</u>. 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.

- 3 -

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

- K. <u>Sublease</u>. 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.
- L. <u>Sublease Payments.</u> 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.
- M. <u>Tenant Improvement Payments.</u> 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

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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.

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

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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 <u>Twenty-Three Million Three Hundred Six</u> <u>Thousand Eight Hundred Eighty-Six Dollars and No Cents</u> (\$23,306,886.00). The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of <u>Twenty-One Million</u> <u>Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents</u> (\$21,462,701.00) and, (2) a Contractor Contingency in the amount of <u>Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents</u> (\$678,841.00), and, (3) Sublease Payments in the amount of <u>\$97,112.00</u> per month for <u>12</u> months, for a total lease value of <u>One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four</u> <u>Dollars and No Cents</u> (\$1,165,344.00) pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in Exhibits A and B attached hereto. 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.

- 5 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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

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

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

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

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

SECTION 7. SAVINGS

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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

- 6 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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 seg.).

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.

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

- 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. Contractor 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

- 8 -

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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.

- 9 -

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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

SECTION 11. NOT USED

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SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign <u>Jaime Pace</u> as Project Manager/Superintendent for the Project. So long as <u>Jaime Pace</u> remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

- 10 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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.

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

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

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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 The District further warrants and represents that title to said land is free of any Project. 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.

- 12 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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.

- 13 -

OXNARD SCHOOL DISTRICT

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CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

- 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 <u>not</u> 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.

- 14 -

OXNARD SCHOOL DISTRICT

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Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

SECTION 20. INDEPENDENT CONTRACTOR

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- 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.

- 15 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

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

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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,

- 16 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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

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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

- 17 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Elm Street Elementary School Project

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

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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

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THE DISTRICT

Oxnard School District, a California school district

- 18 -

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

OXNARD SCHOOL DISTRICT

	#16-199
By: <u>Rick Fochtman</u>	By: Lis a. Franz
Title: Senior Vice President	Title: Director, Purchasing
Date:01/12/2017	Date: 1-24-17

OXNARD SCHOOL DISTRICT

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Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

December 14, 2016

- 19 -

EXHIBITS A and B

Scope of Work

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- 20 -

OXNARD SCHOOL DISTRICT

Elm Street Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

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EXHIBIT A

Scope of Work

Plan Sheets Prepared by SVA Architects, Arch. Project No. 1340159, DSA No. 03-116407, DSA Approval 8/1/2016 PROJECT DESCRIPTION

DEMOLITION OF EXISTING SCHOOL, AND NEW CONSTRUCTION OF KINDERGARTEN, CLASSROOM, ADMIN/MEDIA, AND MULTI-PURPOSE BUILDINGS, AND BOTH ON AND OFF SITE IMPROVEMENTS

The Project wil be completed in two (2) Phases over a twenty-one (22) month duration. **Phase 1**, (construction of new campus facilities), shall commence in January 2017 and complete in June 2018. **Phase 2**, (demolition of the existing campus and completion of the new sports field) shall commence in June 2018 and complete in October 2018. A total duration of Six-Hundred Sixty-One (661) Calendar Daya. The total of the Guaranteed Maximum Price ("GMP") for the Elm E.S. Reconstruction Project shall be: **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**.

GENERAL	PLAN SHEETS	PLAN SHEET DATE
GEN-1	SHEET INDEX, PROJECT SUMMARY & GENERAL INFORMATION	1/8/2016
GEN-2	GENERAL NOTES	1/8/2016
GEN-3	PROJECT COMPLIANCE SIGNAGE	1/8/2016
GEN-4	COMMON AREA ACCESSESSIBILITY NOTES & DETAILS	1/8/2016
GEN-5	SITE ACCESSIBILITY COMPLIANCE	1/8/2016
GEN-6	ELEVATOR ACCESSIBILITY DETAILS AND NOTES	1/8/2016
CIVIL PLAN	I SHEETS	
C-01	TITLE SHEET	4/8/2016
C-02	DETAIL SHEET	4/8/2016
C-03	DETAIL SHEET	4/8/2016
C-04	DETAIL SHEET	4/8/2016
C-05	DEMOLITION PLAN	4/8/2016
C-06	PRECISE GRADING	4/8/2016
C-07	PRECISE GRADING	4/8/2016
C-08	UTILITY PLAN	4/8/2016
C-09	STORM DRAIN PLAN	4/8/2016
C-10	STORM DRAIN DETAILS	4/8/2016
C-11	STORM DRAIN DETAILS	4/8/2016
C-12	STORM DRAIN DETAILS	4/8/2016
C-13	STORM DRAIN DETAILS	4/8/2016
ARCHITEC	TURE PLAN SHEETS	
A0-0.1	PROJECT DATA	1/8/2016
A0-1.0	CAMPUS PLAN	1/8/2016
A0-1.1	SITE PLAN	1/8/2016
A0-1.2	FIRE ACCESS PLAN	1/8/2016
A0-1.3	ENLARGED SITE PLANS	1/8/2016
A0-2.1	CLASSROOM OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.2	MPR OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.3	ADMIN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
A0-2.4	KINDERGARTEN OCCUPANCY SCHEDULE AND EXIT ANALYSIS	1/8/2016
	Page 1	

Page 2

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EXHIBIT A

ARCHITECT	FURE PLAN SHEETS, continued	
A1-11.1	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 1	4/8/2016
A1-11.2	CLASSROOM BLDG 1 - FLOOR PLAN - LEVEL 2	4/8/2016
A1-11.3	CLASSROOM BLDG 1 - ROOF PLAN	4/8/2016
A1-11.4	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-11.5	CLASSROOM BLDG 1 - REFLECTED CEILING PLAN	4/8/2016
A1-21.1	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-21.2	CLASSROOM BLDG 1 - BUILDING ELEVATIONS	4/8/2016
A1-31.1	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.2	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-31.3	CLASSROOM BLDG 1 - BUILDING SECTIONS	4/8/2016
A1-32.1	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.2	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.3	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.4	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.5	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-32.6	CLASSROOM BLDG 1 - WALL SECTIONS	4/8/2016
A1-41.1	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.2	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-41.3	CLASSROOM BLDG 1 - ENLARGED PLANS	4/8/2016
A1-45.1	CLASSROOM BLDG 1 - ENLARGED STAIR #1 PLANS	4/8/2016
A1-45.2	CLASSROOM BLDG 1 - ENLARGED STAIR #2 PLANS AND ELEVATOR	4/8/2016
A1-45.3	CLASSROOM BLDG 1 - ENLARGED STAIR #3 PLANS	4/8/2016
A1-45.4	CLASSROOM BLDG 1 - ELEVATOR SECTIONS	4/8/2016
A1-51.1	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.2	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.3	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-51.4	CLASSROOM BLDG 1 - INTERIOR ELEVATIONS	4/8/2016
A1-52.1	CLASSROOM BLDG 1 - DOOR SCHEDULE	4/8/2016
A1-52.2	CLASSROOM BLDG 1 - WINDOW SCHEDULE	4/8/2016
A1-53.1	CLASSROOM BLDG 1 - FINISH SCHEDULE	4/8/2016
A2-11.1	MPR BUILDING 2 - FLOOR PLAN	4/8/2016
A2-11.2	MPR BUILDING 2 - ROOF PLAN	4/8/2016
A2-11.3	MPR BUILDING 2 - REFLECTED CEILING PLAN	4/8/2016
A2-11.4	MPR BUILDING 2 - UPPER REFLECTED CEILING PLAN	4/8/2016
A2-21.1	MPR BUILDING 2 - EXTERIOR ELEVATIONS	4/8/2016
A2-31.1	MPR BUILDING 2 - BUILDING SECTIONS	4/8/2016
A2-32.1	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.2	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.3	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-32.4	MPR BUILDING 2 - WALL SECTIONS	4/8/2016
A2-41.1	MPR BUILDING 2 - ENLARGED PLANS	4/8/2016
A2-51.1	MPR BUILDING 2 - INTERIOR ELEVATIONS	4/8/2016
	Page 2	

、 Page 3

٠,

EXHIBIT A

•	
	4/8/2016
	4/8/2016
	4/8/2016
·	1/8/2016
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KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
KINDERGARTEN BLDG 4 -INTERIOR ELEVATIONS	1/8/2016
KINDERGARTEN BLDG 4 -INTERIOR ELEVATIONS	1/8/2016
KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
WALL TYPES - WOOD FRAMING	1/8/2016
WALL TYPES - WOOD FRAMING	1/8/2016
WALL DETAILS - WOOD FRAMING	1/8/2016
PENETRATION ASSEMBLIES	1/8/2016
DOOR DETAILS	1/8/2016
	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS KINDERGARTEN BLDG 4 - BUILDING SECTIONS KINDERGARTEN BLDG 4 - WALL SECTIONS KINDERGARTEN BLDG 4 - ENLARGED PLANS KINDERGARTEN BLDG 4 - ENLARGED PLANS KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS KINDERGARTEN BLDG 4 - INTERIOR ELEVATIONS KINDERGARTEN BLDG 4 - WINDOW SCHEDULE KINDERGARTEN BLDG 4 - FINISH SCHEDULE FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES WALL TYPES - WOOD FRAMING WALL DETAILS - WOOD FRAMING PENETRATION ASSEMBLIES

Page 4

`,

EXHIBIT A

	Scope of Work	
ARCHITEC	FURE PLAN SHEETS, continued	
A-62.2	WINDOW DETAILS	1/8/2016
A-62.3	STOREFRONT DETAILS	1/8/2016
A-62.4	WALL TERMINATION DETAILS	1/8/2016
A-63.1	ROOF DETAILS	1/8/2016
A-63.2	STAIR/GUARDRAIL DETAILS	1/8/2016
A-63.3	GYMNASIUM STRIPING PLAN	1/8/2016
A-63.4	RAILING DETAILS	1/8/2016
A-63.5	GATE DETAILS	1/8/2016
A-63.6	SITE DETAILS	1/8/2016
A-64.1	CEILING DETAIL (LAY-IN PANELS)	1/8/2016
A-64.2	CEILING DETAILS (GYP BD) & WALL DETAILS	1/8/2016
A-64.3	CASEWORK DETAILS	1/8/2016
A-64.4	MISCELLANEOUS DETAILS	1/8/2016
A-64.5	MISCELLANEOUS DETAILS	1/8/2016
A-64.6	MISCELLANEOUS DETAILS	1/8/2016
STRUCTUR	AL PLAN SHEETS	
S-001	GENERAL NOTES	1/8/2016
S-002	ABBREVIATIONS	1/8/2016
S-111	CLASSROOM BLDG 1 - FOUNDATION PLAN	1/8/2016
S-112	CLASSROOM BLDG 1 - FLOOR FRAMING PLAN	1/8/2016
S-113	CLASSROOM BLDG 1 - ROOF FRAMING PLAN	1/8/2016
S-114	STAIR FRAMING PLANS	1/8/2016
S-121	MPR - BLDG 2 - FOUNDATION PLAN	1/8/2016
S-122	MPR - BLDG 2 - ROOF FRAMING PLAN	1/8/2016
S-131	ADMIN - BLDG 3 - FOUNDATION PLAN	1/8/2016
S-132	ADMIN - BLDG 3 - ROOF FRAMING PLAN	1/8/2016
S-141	KINDER - BLDG 4 - FOUNDATION PLAN	1/8/2016
S-142	KINDER - BLDG 4 - ROOF FRAMING PLAN	1/8/2016
S-301	TYPICAL CONCRETE DETAILS	1/8/2016
S-302	TYPICAL CONCRETE DETAILS	1/8/2016
S-303	TYPICAL CONCRETE DETAILS	1/8/2016
S-501	TYPICAL STEEL DETAILS	1/8/2016
S-601	TYPICAL WOOD DETAILS	1/8/2016
S-602	TYPICAL WOOD DETAILS	1/8/2016
S-603	WOOD DETAILS	1/8/2016
S-611	TYPICAL FLOOR FRAMING DETAILS	1/8/2016
S-612	WOOD DETAILS	1/8/2016
S-613	TYPICAL WOOD DETAILS	1/8/2016
S-621	TYPICAL SHEAR WALL DETAILS	1/8/2016
S-622	TYPICAL DIAPHRAGM DETAILS, SHEER WALL & DRAG CONNECTIONS	1/8/2016
S-701	TYPICAL WOOD DETAIL	1/8/2016
S-801	TYPICAL STEEL STAIR DETAILS	1/8/2016

EXHIBIT A

Scope of Work

	Scope of Work	
STRUCTU	RAL PLAN SHEETS, continued	
SWSB1	STRONG-WALL SB SHEARWALL ANCHORAGE DETAILS	9/1/2014
SWSB2	STRONG-WALL SB SHEARWALL FRAMING DETAILS	9/1/2014
1 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - MPR BLDG 2 - ROOF	5/25/2016
2 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - ADMIN BLDG 3 - ROOF	5/25/2016
3 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - CLASSROOM BLDG 1 - FLOOR	5/25/2016
4 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W DETAILS	5/25/2016
5 OF 5	RED-BUILT ENGINEERED WOOD PRODUCTS - RED-W PROFILES	5/25/2016
PLUMBIN	G PLAN SHEETS	
P001	PLUMBING GENERAL NOTES	10/24/2014
P002	PLUMBING SITE PLAN	10/24/2014
P003	PLUMBING WATER CALCULATIONS	10/24/2014
P004	PLUMBING SCHEDULES	10/24/2014
P005	SITE GAS RISER DIAGRAM	10/24/2014
P1-1.1	CLASSROOM BLDG - FIRST FLOOR - SANITARY	10/24/2014
P1-1.2	CLASSROOM BLDG - FIRST FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.3	CLASSROOM BLDG - SECOND FLOOR SANITARY	10/24/2014
P1-1.4	CLASSROOM BLDG - SECOND FLOOR - DOMESTIC WATER & GAS	10/24/2014
P1-1.5	CLASSROOM BLDG - ROOF PLAN	10/24/2014
P1-2.1	CLASSROOM BLDG - SANITARY RISER DIAGRAM	10/24/2014
P1-2.2	CLASSROOM BLDG - OVERALL WATER RISER DIAGRAM	10/24/2014
P1-2.3	CLASSROOM BLDG - RESTROOM WATER RISER DIAGRAMS	10/24/2014
P2-1.1	MPR BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P2-1.2	MPR BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER	10/24/2014
P2-1.3	MPR BLDG - PLUMBING ROOF PLAN	10/24/2014
P2-2.1	MPR BLDG - PLUMBING - SANITARY, WATER, & GAS RISER DIAGRAM	10/24/2014
P3-1.1	ADMIN BLDG - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P3-1.2	ADMIN BLDG - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P3-1.3	ADMIN BLDG - PLUMBING ROOF PLAN - SANITARY	10/24/2014
P3-1.4	ADMIN BLDG - PLUMBING ROOF PLAN - DOMESTIC WATER	10/24/2014
P3-2.1	ADMIN BLDG - PLUMBING - WATER RISER DIAGRAM	10/24/2014
P3-2.2	ADMIN BLDG - PLUMBING - SANITARY & GAS RISER DIAGRAM	10/24/2014
P4-1.1	KINDERGARTEN - PLUMBING FLOOR PLAN - SANITARY	10/24/2014
P4-1.2	KINDERGARTEN - PLUMBING FLOOR PLAN - DOMESTIC WATER & GAS	10/24/2014
P4-1.3	KINDERGARTEN - PLUMBING ROOF PLAN	10/24/2014
P4-2.1	KINDERGARTEN PLUMBING - SANITARY & WATER RISER DIAGRAM	10/24/2014
P501	PLUMBING DETAILS	10/24/2014
P502	PLUMBING DETAILS	10/24/2014
P503	PLUMBING DETAILS	10/24/2014
FIRE SPRIN	IKLER PLAN SHEETS	
FP01	SITE PLAN	5/25/2016
FP02	CLASSROOM BLDG 1 - LEVEL 1 SPRINKLER PIPING PLAN	7/1/2016
FP03	CLASSROOM BLDG 1 - LEVEL 2 SPRINKLER PIPING PLAN	7/1/2016
	Page 5	

EXHIBIT A

Scope of Work

	Scope of Work	
FIRE SPRIM	NKLER PLAN SHEETS, continued	
FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION 7/1/2	
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION 7/1,	
FP07	DETAILS	7/1/2016
MECHANI	CAL PLAN SHEETS	
M001	GENERAL NOTES	10/24/2014
M002	SYMBOLS/ABBREVIATIONS	10/24/2014
M003	MECHANICAL SCHEDULES	10/24/2014
M004	MECHANICAL SCHEDULES	10/24/2014
M005	MECHANICAL SCHEDULES	10/24/2014
M010	VRF DIAGRAM	10/24/2014
M011	VRF DIAGRAM	10/24/2014
M012	VRF DIAGRAM	10/24/2014
M013	VRF DIAGRAM	10/24/2014
M014	VRF DIAGRAM	10/24/2014
M1-1.1	CLASSROOM BLDG - FIRST FLOOR MECHANICAL PLAN	10/24/2014
M1-1.2	CLASSROOM BLDG - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M1-1.3	CLASSROOM BLDG - SECOND FLOOR - MECHANICAL PLAN	10/24/2014
M1-1.4	CLASSROOM BLDG - MECHANICAL ROOF PLAN	10/24/2014
M2-1.1	MPR BLDG - HVAC FLOOR PLAN	10/24/2014
M2-1.2	MPR BLDG - HVAC ROOF PLAN	10/24/2014
M3-1.1	ADMIN BLDG - MECHANICAL FLOOR PLAN	10/24/2014
M3-1.2	ADMIN BLDG - MECHANICAL ROOF PLAN	10/24/2014
M4-1.1	KINDERGARTEN - MECHANICAL FLOOR PLAN	10/24/2014
M4-1.2	KINDERGARTEN - TYPICAL ENLARGED CLASSROOM PLAN	10/24/2014
M4-1.3	KINDERGARTEN MECHANICAL ROOF PLAN	10/24/2014
M501	MECHANICAL DETAILS	10/24/2014
M502	MECHANICAL DETAILS	10/24/2014
M503	MECHANICAL DETAILS	10/24/2014
M504	MECHANICAL DETAILS	10/24/2014
M505	MECHANICAL DETAILS	10/24/2014
M506	MECHANICAL DETAILS	10/24/2014
M507	MECHANICAL DETAILS	10/24/2014
M508	MECHANICAL DETAILS	10/24/2014
M509	MECHANICAL DETAILS	10/24/2014
M510	MECHANICAL DETAILS	10/24/2014
M511	MECHANICAL DETAILS	10/24/2014
M611	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M612	CLASSROOM BLDG. TITLE 24 COMPLIANCE	10/24/2014
M621	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M622	MPR BLDG. TITLE 24 COMPLIANCE	10/24/2014
M631	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
	Page 6	

Page 6

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Nage 7

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## EXHIBIT A

| MECHANIC  | AL PLAN SHEETS, continued                                |            |
|-----------|----------------------------------------------------------|------------|
| M632      | ADMINISTRATION BLDG. TITLE 24 COMPLIANCE                 | 10/24/2014 |
| M641      | KINDERGARTEN BLDG. TITLE 24 COMPLIANCE                   | 10/24/2014 |
| ELECTRICA | L PLAN SHEETS                                            |            |
| E-0.1     | GENERAL NOTES AND ABBREVIATIONS                          | 3/6/2015   |
| E-0.2     | ELECTRICAL SYMBOL LIST                                   | 3/6/2015   |
| E-0.3     | FIRE ALARM SYMBOL LIST                                   | 3/6/2015   |
| E-0.4     | CABLE SCHEDULE                                           | 3/6/2015   |
| E-0.5     | LIGHT FIXTURE SCHEDULE                                   | 3/6/2015   |
| E-0.6     | MECHANICAL SCHEDULE                                      | 3/6/2015   |
| E-1.1     | SITE UTILITY PLAN                                        | 3/6/2015   |
| E-1.2     | ELECTRICAL SITE PLAN                                     | 3/6/2015   |
| E-1.3     | SITE LIGHTING PLAN                                       | 3/6/2015   |
| E-1.4     | SITE LIGHTING CALC. PLAN                                 | 3/6/2015   |
| E-1.6     | SIGNAL SITE PLAN                                         | 3/6/2015   |
| E1-2.1F   | CLASSROOM FIRST FLOOR FIRE ALARM PLAN                    | 3/6/2015   |
| E1-2.1L   | CLASSROOM FIRST FLOOR LIGHTING PLAN                      | 3/6/2015   |
| E1-2.1LC  | CLASSROOM FIRST FLOOR LIGHTING CALCS NORMAL              | 3/6/2015   |
| E1-2.1LCE | CLASSROOM FIRST FLOOR LIGHTING CALCS EGRESS              | 3/6/2015   |
| E1-2.1P   | CLASSROOM FIRST FLOOR POWER PLAN                         | 3/6/2015   |
| E1-2.1S   | CLASSROOM FIRST FLOOR SIGNAL PLAN                        | 3/6/2015   |
| E1-2.2F   | CLASSROOM SECOND FLOOR FIRE ALARM PLAN                   | 3/6/2015   |
| E1-2.2L   | CLASSRROOM SECOND FLOOR LIGHTING PLAN                    | 3/6/2015   |
| E1-2.2LC  | CLASSROOM SECOND FLOOR LIGHTING CALC. NORMAL             | 3/6/2015   |
| E1-2.2LCE | CLASSROOM SECOND FLOOR LIGHTING CALCS EGRESS             | 3/6/2015   |
| E1-2.2P   | CLASSROOM SECOND FLOOR POWER PLAN                        | 3/6/2015   |
| E1-2.2S   | CLASSROOM SECOND FLOOR SIGNAL PLAN                       | 3/6/2015   |
| E1-3.1    | CLASSROOM BUILDING ENLARGED PLAN                         | 3/6/2015   |
| E1-5.1    | CLASSROOM PANEL SCHEDULE                                 | 3/6/2015   |
| E1-5.2    | CLASSROOM PANEL SCHEDULE                                 | 3/6/2015   |
| E1-5.3    | CLASSROOM PANEL SCHEDULE                                 | 3/6/2015   |
| E1-6.1    | CLASSROOM BLDG F.A. RISER                                | 3/6/2015   |
| E1-6.2    | CLASSROOM FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS | 3/6/2015   |
| E1-8.1    | CLASSROOM TITLE 24                                       | 3/6/2015   |
| E1-8.2    | CLASSROOM TITLE 24                                       | 3/6/2015   |
| E1-8.3    | CLASSROOM TITLE 24                                       | 3/6/2015   |
| E2-2.1F   | MULTI-PURPOSE FIRE ALARM PLAN                            | 3/6/2015   |
| E2-2.1L   | MULTI-PURPOSE LIGHTING PLAN                              | 3/6/2015   |
| E2-2.1LC  | MULTI-PURPOSE LIGHTING CALC NORMAL                       | 3/6/2015   |
| E2-2.1LCE | MULTI-PURPOSE LIGHTING PLAN EGRESS                       | 3/6/2015   |
| E2-2.1P   | MULTI-PURPOSE POWER PLAN                                 | 3/6/2015   |
| E2-2.1S   | MULTI-PURPOSE SIGNAL PLAN                                | 3/6/2015   |
| E2-2.1T   | MULTI-PURPOSE THEATRICAL LIGHTING PLAN                   | 3/6/2015   |
|           | Page 7                                                   |            |

Page 8

٠,

### **EXHIBIT A**

| ELECTRICA      | L PLAN SHEETS, continued                                      |          |
|----------------|---------------------------------------------------------------|----------|
| E2-3.1         | MULTI-PURPOSE ROOF POWER PLAN                                 | 3/6/2015 |
| E2-4.1         | MULTI-PURPOSE ENLARGED PLAN                                   | 3/6/2015 |
| E2-5.1         | MULTI-PURPOSE PANEL SCHEDULE                                  | 3/6/2015 |
| E2-5.2         | MULTI-PURPOSE PANEL SCHEDULE                                  | 3/6/2015 |
| E2-6.1         | MULTI-PURPOSE F. A. RISER DIAGRAM                             | 3/6/2015 |
| E2-6.2         | MULTI-PURPOSE FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS  | 3/6/2015 |
| E2-8.1         | MULTI-PURPOSE TITLE 24                                        | 3/6/2015 |
| E2-8.2         | MULTI-PURPOSE TITLE 24                                        | 3/6/2015 |
| E3-2.1F        | ADMINISTRATION FIRE ALARM PLAN                                | 3/6/2015 |
| E3-2.1L        | ADMINISTRATION LIGHTING PLAN                                  | 3/6/2015 |
| E3-2.1LC       | ADMINISTRATION LIGHTING CALC NORMAL                           | 3/6/2015 |
| E3-2.1LCE      | ADMINISTRATION LIGHTING CALC EGRESS                           | 3/6/2015 |
| E3-2.1P        | ADMINISTRATION POWER PLAN                                     | 3/6/2015 |
| E3-2.1S        | ADMINISTRATION SIGNAL PLAN                                    | 3/6/2015 |
| E3-2.2P        | ADMINISTRATION ROOF POWER PLAN                                | 3/6/2015 |
| E3-3.1         | ADMINISTRATION BUILDING ENLARGED PLAN                         | 3/6/2015 |
| E3-5.1         | ADMINISTRATION PANEL SCHEDULE                                 | 3/6/2015 |
| E3-5.2         | ADMINISTRATION PANEL SCHEDULE                                 | 3/6/2015 |
| E3-6.1         | ADMINISTRATION F. A. RISER DIAGRAM                            | 3/6/2015 |
| E3-6.2         | ADMINISTRATION FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS | 3/6/2015 |
| E3-8.1         | ADMINISTRATION TITLE 24                                       | 3/6/2015 |
| E3-8.2         | ADMINISTRATION TITLE 24                                       | 3/6/2015 |
| E4-2.1F        | KINDERGARTEN FIRE ALARM PLAN                                  | 3/6/2015 |
| E4-2.1L        | KINDERGARTEN LIGHTING PLAN                                    | 3/6/2015 |
| E4-2.1LC       | KINDERGARTEN LIGHTING CALC NORMAL                             | 3/6/2015 |
| E4-2.1LCE      | KINDERGARTEN LIGHTING CALC EGRESS                             | 3/6/2015 |
| E4-2.1P        | KINDERGARTEN POWER PLAN                                       | 3/6/2015 |
| E4-2.1S        | KINDERGARTEN SIGNAL PLAN                                      | 3/6/2015 |
| E4-3.1         | KINDERGARTEN ENLARGED PLAN                                    | 3/6/2015 |
| E4-5.1         | KINDERGARTEN PANEL SCHEDULE                                   | 3/6/2015 |
| E4-5.2         | KINDERGARTEN PANEL SCHEDULE                                   | 3/6/2015 |
| E4-6.1         | KINDERGARTEN F. A. RISER DIAGRAM                              | 3/6/2015 |
| E4-6.2         | KINDERGARTEN FIRE ALARM BATTERY & VOLTAGE DROP CALCULATIONS   | 3/6/2015 |
| E4-8.1         | KINDERGARTEN TITLE 24                                         | 3/6/2015 |
| E4-8.2         | KINDERGARTEN TITLE 24                                         | 3/6/2015 |
| E-4.0          | SINGLE LINE DIAGRAM                                           | 3/6/2015 |
| E-6.0          | ELECTRICAL BLOCK DIAGRAMS                                     | 3/6/2015 |
| E-7.1          | MOUNTING DETAILS                                              | 3/6/2015 |
| E-7.2          | MOUNTING DETAILS                                              | 3/6/2015 |
| E-7.3          | MOUNTING DETAILS                                              | 3/6/2015 |
| E- <b>7</b> .4 | PENETRATION DETAIL                                            | 3/6/2015 |
| E-7.5          | GROUNDING DETAIL                                              | 3/6/2015 |

**EXHIBIT A** 

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| ELECTRICA | L PLAN SHEETS, continued        |           |
|-----------|---------------------------------|-----------|
| E-7.6     | MISC. DETAIL                    | 3/6/2015  |
| E-7.7     | MISC. DETAIL                    | 3/6/2015  |
| E-7.8     | FIRE ALARM DETAILS              | 3/6/2015  |
| E-7.9     | FIRE ALARM DETAILS              | 3/6/2015  |
| E-7.10    | SIGNAL DETAILS                  | 3/6/2015  |
| E-8.1     | OUTDOOR LIGHTING TITLE 24       | 3/6/2015  |
| FOOD SER  | VICE PLAN SHEETS                |           |
| FS-001    | SYMBOLS, NOTES & INDEX          | 6/8/2016  |
| FS-101    | EQUIPMENT FLOOR PLAN            | 6/8/2016  |
| FS-201    | EQUIPMENT SCHEDULE              | 6/8/2016  |
| FS-301    | PLUMBING PLAN                   | 6/8/2016  |
| FS-401    | ELECTRICAL PLAN                 | 6/8/2016  |
| FS-501    | REFRIGERATION & CONDUIT PLAN    | 6/8/2016  |
| FS-502    | REFRIGERATION DETAILS           | 6/8/2016  |
| FS-503    | WALK-IN DETAILS                 | 6/8/2016  |
| FS-601    | BUILDING WORKS & EXHAUST PLAN   | 6/8/2016  |
| FS-602    | HOOD DETAILS                    | 6/8/2016  |
| FS-603    | HOOD DETAILS                    | 6/8/2016  |
| FS-604    | VEGETABLE WASHING SYSTEM        | 6/8/2016  |
| FS-701    | EQUIPMENT ELEVATIONS            | 6/8/2016  |
| FS-801    | CONSTRUCTION DETAILS & SECTIONS | 6/8/2016  |
| THEATRIC  | AL LIGHTING PLAN SHEETS         |           |
| TL2.1.1   | STAGE LIGHTING PLAN             | 4/8/2016  |
| TL2.1.2   | STAGE LIGHTING RCP              | 4/8/2016  |
| TL6.0.1   | STAGE LIGHTING SECTION          | 4/8/2016  |
| TL8.1.1   | STAGE LIGHTING DETAILS          | 4/8/2016  |
|           | CONTROL RISER & SCHEDULES       | 4/8/2016  |
| TL9.2.1   | STAGE LIGHTING PLOT             | 4/8/2016  |
| LANDSCAP  | E PLAN SHEETS                   |           |
| L101      | IRRIGATION PLAN                 | 6/20/2016 |
| L102      | IRRIGATION PLAN                 | 6/20/2016 |
| L103      | IRRIGATION LEGEND & NOTES       | 6/20/2016 |
| L201      | PLANTING PLAN                   | 6/20/2016 |
| L202      | PLANTING PLAN                   | 6/20/2016 |
| L301      | LANDSCAPE DETAILS               | 6/20/2016 |
| L301      | LANDSCAPE DETAILS               | 6/20/2016 |
|           |                                 |           |

### **EXHIBIT A**

Scope of Work

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| DIVISION | 1 - GENERAL REQUIREMENTS                             |          |
|----------|------------------------------------------------------|----------|
| 00 00 02 | TABLE OF CONTENTS                                    | 8/1/2016 |
| 00 07 00 | GENERAL CONDITIONS                                   | 8/1/2016 |
| 01 11 00 | SUMMARY OF WORK                                      | 8/1/2016 |
| 01 20 00 | PRICE AND PAYMENT PROCEDURES                         | 8/1/2016 |
| 01 30 00 | ADMINISTRATIVE REQUIREMENTS                          | 8/1/2016 |
| 01 31 00 | PROJECT MANAGEMENT AND COORDINATION                  | 8/1/2016 |
| 01 32 00 | CONSTRUCTION SCHEDULE - NETWORK ANALYSIS             | 8/1/2016 |
| 01 33 00 | SUBMITTAL PROCEDURES                                 | 8/1/2016 |
| 01 42 30 | REFERENCE STANDARDS                                  | 8/1/2016 |
| 01 45 00 | QUALITY CONTROL                                      | 8/1/2016 |
| 01 45 80 | TESTING LABORATORY SERVICES                          | 8/1/2016 |
| 01 50 00 | TEMPORARY FACILITIES AND CONTROLS                    | 8/1/2016 |
| 01 60 00 | PRODUCT REQUIREMENTS                                 | 8/1/2016 |
| 01 61 16 | VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS | 8/1/2016 |
| 01 63 00 | PRODUCT SUBSTITUTION PROCEDURES                      | 8/1/2016 |
| 01 73 00 | EXECUTION REQUIREMENTS                               | 8/1/2016 |
| 01 73 20 | CUTTING AND PATCHING                                 | 8/1/2016 |
| 01 77 00 | CLOSEOUT PROCEDURES                                  | 8/1/2016 |
| DIVISION | 2 - EXISTING CONDITIONS                              |          |
| 02 41 00 | DEMOLITION                                           | 8/1/2016 |
| 02 43 00 | STRUCTURE MOVING                                     | 8/1/2016 |
| DIVISION | 3 - CONCRETE                                         |          |
| 03 10 00 | CONCRETE FORMWORK                                    | 8/1/2016 |
| 03 20 00 | CONCRETE REINFORCEMENT                               | 8/1/2016 |
| 03 30 00 | CAST-IN –PLACE CONCRETE                              | 8/1/2016 |
| DIVISION | 4 - MASONRY                                          |          |
| 04 22 00 | CONCRETE MASONRY UNITS (CMU)                         | 8/1/2016 |
| DIVISION | 5 - METAL WORK                                       |          |
| 05 12 00 | STRUCTURAL STEEL                                     | 8/1/2016 |
| 05 50 00 | MISCELLANEOUS METAL FABRICATIONS                     | 8/1/2016 |
| 05 51 00 | METAL STAIRS                                         | 8/1/2016 |
| 05 52 13 | PIPE AND TUBE RAILINGS                               | 8/1/2016 |
| DIVISION | 6 - WOOD AND PLASTIC                                 |          |
| 06 10 00 | ROUGH CARPENTRY                                      | 8/1/2016 |
| 06 18 00 | GLUED-LAMINATED CONSTRUCTION                         | 8/1/2016 |
| 06 18 10 | STRUCTURAL COMPOSITE MEMBERS                         | 8/1/2016 |
| 06 20 00 | FINISH CARPENTRY                                     | 8/1/2016 |
| 06 41 00 | ARCHITECTURAL WOOD CASEWORK                          | 8/1/2016 |
|          | Page 10                                              |          |

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**PROJECT SPECIFICATIONS** 

Page 11

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**PROJECT SPECIFICATIONS** 

# **EXHIBIT A**

Scope of Work

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| TROJECTS | пер                                    | area by SVA Areniteets |
|----------|----------------------------------------|------------------------|
| DIVISION | 6 - WOOD AND PLASTIC, continued        |                        |
| 06 50 00 | OPEN WEB TRUSS                         | 8/1/2016               |
| 06 60 00 | RED-I JOIST                            | 8/1/2016               |
| 06 70 00 | REDLAM LVL                             | 8/1/2016               |
| DIVISION | 7 - THERMAL AND MOISTURE PROTECTION    |                        |
| 07 14 00 | FLUID-APPLIED WATERPROOFING            | 8/1/2016               |
| 07 16 16 | CRYSTALLINE WATERPROOFING              | 8/1/2016               |
| 07 21 00 | THERMAL INSULATION                     | 8/1/2016               |
| 07 25 00 | WEATHER BARRIERS                       | 8/1/2016               |
| 07 28 00 | BUILDING ENVELOPE UNDERLAYMENT         | 8/1/2016               |
| 07 31 10 | ASPHALT SHINGLES                       | 8/1/2016               |
| 07 54 23 | THERMOPLASTIC-POLYOLEFIN ROOFING (TPO) | 8/1/2016               |
| 07 62 00 | SHEET METAL FLASHING AND TRIM          | 8/1/2016               |
| 07 71 23 | MANUFACTURED GUTTERS AND DOWNSPOUTS    | 8/1/2016               |
| 07 72 00 | ROOF ACCESSORIES                       | 8/1/2016               |
| 07 81 00 | APPLIED FIREPROOFING                   | 8/1/2016               |
| 07 84 00 | FIRE STOPPING                          | 8/1/2016               |
| 07 90 05 | JOINT SEALERS                          | 8/1/2016               |
| DIVISION | 8 - DOORS AND WINDOWS                  |                        |
| 08 11 13 | HOLLOW METAL DOORS AND FRAMES          | 8/1/2016               |
| 08 14 16 | FLUSH WOOD DOORS                       | 8/1/2016               |
| 08 31 00 | ACCESS DOORS AND PANELS                | 8/1/2016               |
| 08 43 13 | ALUMINUM-FRAMED STOREFRONTS            | 8/1/2016               |
| 08 5 113 | ALUMINUM WINDOWS                       | 8/1/2016               |
| 08 71 00 | DOOR HARDWARE – BUILDING 1             | 8/1/2016               |
| 08 71 00 | DOOR HARDWARE BUILDING 2               | 8/1/2016               |
| 08 71 00 | DOOR HARDWARE – BUILDING 3             | 8/1/2016               |
| 08 71 00 | DOOR HARDWARE BUILDING 4               | 8/1/2016               |
| 08 80 00 | GLAZING                                | 8/1/2016               |
| DIVISION | 9 - FINISHES                           |                        |
| 09 05 61 | COMMON WORK RESULTS FOR FLOORING PREP  |                        |
| 09 21 16 | GYPSUM BOARD ASSEMBLIES                | 8/1/2016               |
| 09 22 16 | NON-STRUCTURAL METAL FRAMING           | 8/1/2016               |
| 09 22 36 | METAL LATH                             | 8/1/2016               |
| 09 24 00 | PORTLAND CEMENT PLASTERING             | 8/1/2016               |
| 09 30 00 | TILING                                 | 8/1/2016               |
| 09 51 00 | ACOUSTICAL CEILINGS                    | 8/1/2016               |
| 09 65 00 | RESILIENT FLOORING                     | 8/1/2016               |
| 09 65 66 | RESILIENT ATHLETIC FLOORING            | 8/1/2016               |

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**PROJECT SPECIFICATIONS** 

### **EXHIBIT A**

### Scope of Work

Prepared by SVA Architects

| DIVISION                          | <u>9 - FINISHES, continued</u>       |          |  |  |  |
|-----------------------------------|--------------------------------------|----------|--|--|--|
| 09 68 00                          | CARPET TILE                          | 8/1/2016 |  |  |  |
| 09 77 33                          | FIBER REINFORCED PANELS              | 8/1/2016 |  |  |  |
| 09 84 00                          | ACOUSTIC ROOM COMPONENTS             | 8/1/2016 |  |  |  |
| 09 84 13                          | FIXED SOUND-ABSORPTIVE PANELS        | 8/1/2016 |  |  |  |
| 09 90 00                          | PAINTING AND COATING                 | 8/1/2016 |  |  |  |
| 09 93 00                          | CONCRETE STAINING                    | 8/1/2016 |  |  |  |
| DIVISION 10 - SPECIALTIES         |                                      |          |  |  |  |
| 10 11 01                          | VISUAL DISPLAY BOARDS                | 8/1/2016 |  |  |  |
| 10 14 00                          | SIGNAGE                              | 8/1/2016 |  |  |  |
| 10 21 13                          | PLASTIC TOILET COMPARTMENTS          | 8/1/2016 |  |  |  |
| 10 22 29                          | FULL HEIGHT GLAZED PARTITION SYSTEM  | 8/1/2016 |  |  |  |
| 10 28 00                          | TOILET ACCESSORIES                   | 8/1/2016 |  |  |  |
| 10 44 00                          | FIRE PROTECTION SPECIALTIES          | 8/1/2016 |  |  |  |
| 10 51 00                          | LOCKERS                              | 8/1/2016 |  |  |  |
| 10 71 13                          | FIXED SUN SCREENS                    | 8/1/2016 |  |  |  |
| 10 75 00                          | FLAGPOLES                            | 8/1/2016 |  |  |  |
| DIVISION                          | 11 - EQUIPMENT                       |          |  |  |  |
| 11 40 00                          | FOOD SERVICE EQUIPMENT               | 8/1/2016 |  |  |  |
| DIVISION 12 - FURNISHING          |                                      |          |  |  |  |
| 12 21 13                          | HORIZONTAL LOUVER BLINDS             | 8/1/2016 |  |  |  |
| 12 36 00                          | COUNTERTOPS                          | 8/1/2016 |  |  |  |
| 12 48 13                          | ENTRANCE FLOOR MATS AND FRAMES       | 8/1/2016 |  |  |  |
| 12 68 23                          | FOLDING CAFETERIA TABLES             | 8/1/2016 |  |  |  |
| DIVISION                          | 13 - SPECIAL CONSTRUCTION            |          |  |  |  |
| 13 00 00                          | NOT USED -                           | N/A      |  |  |  |
| DIVISION 14 - CONVEYING EQUIPMENT |                                      |          |  |  |  |
| 14 20 10                          | PASSENGER ELEVATORS                  | 8/1/2016 |  |  |  |
| DIVISION                          | 21 - FIRE SUPPRESSION                |          |  |  |  |
| 21 20 00                          | FIRE SUPPRESSION SYSTEMS             | 8/1/2016 |  |  |  |
| DIVISION                          | 8/1/2016                             |          |  |  |  |
| 22 05 00                          | COMMON WORK RESULTS FOR PLUMBING     | 8/1/2016 |  |  |  |
| 22 05 13                          | BASIC PLUMBING MATERIALS AND METHODS | 8/1/2016 |  |  |  |
| 22 05 53                          | PLUMBING IDENTIFICATION              | 8/1/2016 |  |  |  |
| 22 07 00                          | PLUMBING INSULATION                  | 8/1/2016 |  |  |  |
| 22 10 00                          | PLUMBING                             | 8/1/2016 |  |  |  |
|                                   |                                      |          |  |  |  |

### **EXHIBIT A**

### Scope of Work

Prepared by SVA Architects

| DIVISION                                     | 23 - MECHANICAL                                             |          |  |  |  |
|----------------------------------------------|-------------------------------------------------------------|----------|--|--|--|
| 23 05 00                                     | COMMON WORK RESULTS FOR HVAC                                | 8/1/2016 |  |  |  |
| 23 05 13                                     | BASIC HVAC MATERIALS AND METHODS                            | 8/1/2016 |  |  |  |
| 23 05 48                                     | HVAC SOUND, VIBRATION, AND SEISMIC CONTROLS                 | 8/1/2016 |  |  |  |
| 23 05 53                                     | HVAC IDENTIFICATION                                         | 8/1/2016 |  |  |  |
| 23 07 00                                     | HVAC INSULATION                                             | 8/1/2016 |  |  |  |
| 23 08 00                                     | HVAC SYSTEMS COMMISSIONING                                  | 8/1/2016 |  |  |  |
| 23 08 13                                     | ENVIRONMENTAL CONTROLS & ENERGY MGMT. SYSTEMS COMMISSIONING | 8/1/2016 |  |  |  |
| 23.09.23                                     | ENVIRONMENTAL CONTROLS AND ENERGY MANAGEMENT SYSTEMS        | 8/1/2016 |  |  |  |
| 23 30 00                                     | AIR DISTRIBUTION                                            | 8/1/2016 |  |  |  |
| 23 33 19                                     | DUCT SILENCERS                                              | 8/1/2016 |  |  |  |
| 23 38 13                                     | KITCHEN VENTILATION SYSTEM                                  | 8/1/2016 |  |  |  |
| 23 80 00                                     | HEATING, VENTILATING, AND AIR CONDITIONING EQUIPMENT        | 8/1/2016 |  |  |  |
| DIVISION                                     | 26 - ELECTRICAL                                             |          |  |  |  |
| 26 05 00                                     | COMMON WORK RESULTS FOR ELECTRICAL                          | 8/1/2016 |  |  |  |
| 26 05 13                                     | BASIC ELECTRICAL MATERIALS AND METHODS                      | 8/1/2016 |  |  |  |
| 26 05 19                                     | LOW VOLTAGE WIRES                                           | 8/1/2016 |  |  |  |
| 26 05 26                                     | GROUNDING BONDING                                           | 8/1/2016 |  |  |  |
| 26 05 33                                     | RACEWAYS, BOXES, FITTINGS, AND SUPPORTS                     | 8/1/2016 |  |  |  |
| 26 08 00                                     | ELECTRICAL SYSTEMS COMMISSIONING                            | 8/1/2016 |  |  |  |
| 26 09 23                                     | LIGHTING CONTROL SYSTEMS                                    | 8/1/2016 |  |  |  |
| 26 10 00                                     | SERVICE ENTRANCE                                            | 8/1/2016 |  |  |  |
| 26 22 00                                     | LOW-VOLTAGE TRANSFORMERS                                    | 8/1/2016 |  |  |  |
| 26 24 13                                     | SWITCHBOARDS                                                | 8/1/2016 |  |  |  |
| 26 24 16                                     | PANELBOARDS AND SIGNAL TERMINAL CABINETS                    | 8/1/2016 |  |  |  |
| 26 50 00                                     | LIGHTING                                                    | 8/1/2016 |  |  |  |
| 26 52 00                                     | EMERGENCY POWER                                             | 8/1/2016 |  |  |  |
| 26 55 61                                     | THEATRICAL LIGHTING AND STAGE DIMMING EQUIPMENT             | 8/1/2016 |  |  |  |
|                                              | DIVISION 27 - COMMUNICATIONS                                |          |  |  |  |
| 27 05 36                                     | CABLE TRAYS FOR COMMUNICATIONS                              | 8/1/2016 |  |  |  |
| 27 51 16                                     | PUBLIC ADDRESS/CLOCK SYSTEM                                 | 8/1/2016 |  |  |  |
| 27 5123.50 ASSISTIVE LISTENING SYSTEM 8,     |                                                             |          |  |  |  |
| DIVISION 28 - ELECTRONIC SAFETY AND SECURITY |                                                             |          |  |  |  |
| 28 16 00                                     | INTRUSION ALARM SYSTEM                                      | 8/1/2016 |  |  |  |
| 28 23 00                                     | VIDEO SURVEILLANCE (CCTV) SYSTEM                            | 8/1/2016 |  |  |  |
| 28 31 00                                     | FIRE DETECTION ALARM                                        | 8/1/2016 |  |  |  |

` Page 13

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**PROJECT SPECIFICATIONS** 

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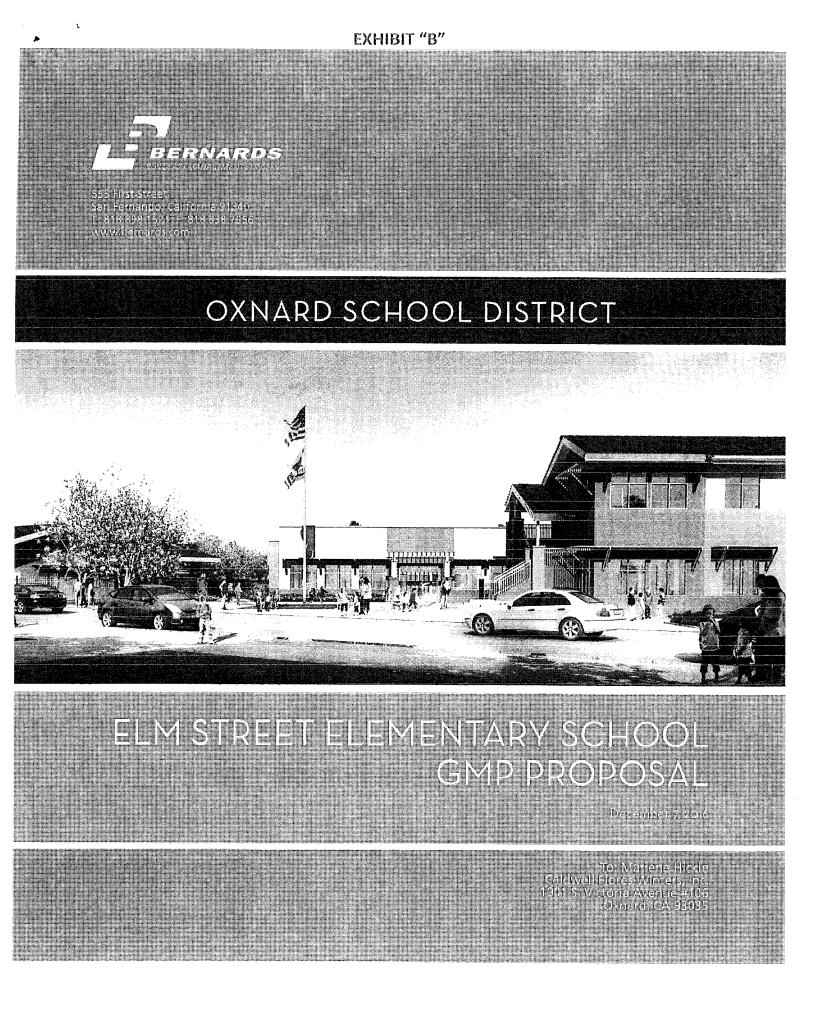
**PROJECT SPECIFICATIONS** 

### **EXHIBIT A**

### Scope of Work

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| DIVISION                                                     | 31 - EARTHWORK                    |                                                          |            |  |  |  |
|--------------------------------------------------------------|-----------------------------------|----------------------------------------------------------|------------|--|--|--|
| 31 10 00                                                     | SITE CLEARING                     |                                                          | 8/1/2016   |  |  |  |
| 31 22 00                                                     | GRADING                           | 8/1/2016                                                 |            |  |  |  |
| 31 23 33                                                     | TRENCHING AND BACK                | KFILLING                                                 | 8/1/2016   |  |  |  |
| 31 25 00                                                     | EROSION AND SEDIME                | INTATION CONTROLS                                        | 8/1/2016   |  |  |  |
| DIVISION 32 - EXTERIOR IMPROVEMENTS                          |                                   |                                                          |            |  |  |  |
| 32 11 26                                                     | ASPHALTIC BASE COUR               | RSES                                                     | 8/1/2016   |  |  |  |
| 32 12 16                                                     | ASPHALT PAVING                    |                                                          | 8/1/2016   |  |  |  |
| 32 13 13                                                     | CONCRETE PAVING                   |                                                          | 8/1/2016   |  |  |  |
| 32 16 13                                                     | CURBS AND GUTTERS                 | 8/1/2016                                                 |            |  |  |  |
| 32 17 13                                                     | PARKING CURBS                     | 8/1/2016                                                 |            |  |  |  |
| 32 17 23                                                     | PAVEMENT MARKING                  | 8/1/2016                                                 |            |  |  |  |
| 32 30 00                                                     | MAINTENANCE                       | 8/1/2016                                                 |            |  |  |  |
| 32 84 00                                                     | IRRIGATION                        |                                                          | 8/1/2016   |  |  |  |
| 32 90 00                                                     | PLANTING AND MAIN                 | FENANCE                                                  | 8/1/2016   |  |  |  |
| 32 90 10                                                     | HYDRO-SEEDED LAWN                 |                                                          | 8/1/2016   |  |  |  |
| <b>DIVISION</b>                                              | <u> 33 - UTILITIES</u>            |                                                          |            |  |  |  |
| 33 10 00                                                     | WATER UTILITIES                   |                                                          |            |  |  |  |
| 33 30 00                                                     | SEWERAGE UTILITIES                |                                                          |            |  |  |  |
| 33 40 00                                                     | STORM DRAINAGE UTILITIES 8/1/2016 |                                                          |            |  |  |  |
| <b>APPENDIC</b>                                              | <u>ES</u>                         |                                                          |            |  |  |  |
| ACM SURVEY                                                   |                                   | EORM -Enviromental & Occupational Risk Management, Inc.  | 1/17/2014  |  |  |  |
| AHERA REPORT 2011                                            |                                   | ATC Associates Inc.                                      | 9/16/2011  |  |  |  |
| HAZMAT SURVEY REPORT                                         |                                   | EORM - Enviromental & Occupational Risk Management, Inc. | 1/10/2014  |  |  |  |
| LEAD SURVEY                                                  |                                   | EORM -Enviromental & Occupational Risk Management, Inc.  | 2/11/2014  |  |  |  |
| LIMITED SOIL TESTING                                         |                                   | EORM -Enviromental & Occupational Risk Management, Inc.  | 2/14/2014  |  |  |  |
|                                                              | LIMITED SOIL TESTING              | EORM -Enviromental & Occupational Risk Management, Inc.  | 2/14/2014  |  |  |  |
|                                                              | NICAL REPORT                      | Earth Systems Southern California                        | 3/4/2014   |  |  |  |
| MEPF CONTRACTOR QUALIFICATION PROCESS Oxnard School District |                                   |                                                          |            |  |  |  |
| SWPPP REPORT                                                 |                                   | Rick Engineering Company                                 | 10/25/2016 |  |  |  |
| SWPPP Plan                                                   |                                   | Rick Engineering Company                                 | 11/17/2016 |  |  |  |
| Pre Bid RFI's - #1 - 52                                      |                                   | SVA Architects, Inc.                                     | 11/15/2016 |  |  |  |



# BID SUMMARY



### **BID SUMMARY**

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### Elm Street Elementary School Reconstruction 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback December 9, 2016

| Elm Street Elementary School Recor | struction |            |                                                            |               |
|------------------------------------|-----------|------------|------------------------------------------------------------|---------------|
| New Elementary School              | 53,296 sf | \$ 351 /sf | \$ 18,681,807                                              |               |
|                                    |           |            |                                                            | 18,681,807    |
| Subtotal                           |           |            | ern allen falste noeren allen fan de ferste de leiste alle | \$ 18,681,807 |
| General Conditions                 |           |            |                                                            | 1,755,609     |
| General Requirements               |           |            |                                                            | 365,885       |
| Contractors Bond                   |           | 0.64%      |                                                            | 148,101       |
| CCIP                               |           | 1.25%      |                                                            | 287,739       |
| Builders Risk                      |           | 1.15%      |                                                            | 268,303       |
| Subcontractor Default Insurance    |           | 1.20%      |                                                            | 224,182       |
| General Contractor's Fee           |           | 4.00%      | n iliin malimmaa kana kana kana kana kana kana kana        | 896,419       |
| SUBTOTAL                           |           |            |                                                            | \$ 22,628,045 |
| Contractors Contingency            |           | 3.00%      |                                                            | 678,841       |
| TOTAL                              |           |            |                                                            | \$ 23,306,886 |

Notes:

1, GMP is Based off DSA Approved Plans dated 8/1/16 and Specs Dated 4/22/16

2. Geotechnical Report Dated 3/2014 and Hazmat, Lead & Asbestos Reports Dated, 1/10/14, 1/17/14, 2/11/14 & 2/14/14

3. Pre-Bid RFI's 1-52, Excluding RFI #9 & #43



### SCHEDULE OF VALUES Elm Street Elementary School Reconstruction 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback. December 9, 2016

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|       | Description                             | Recommended Subcontractor                                                                                                  | Bids<br>Received | Amount                  |
|-------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------|
| 01000 | ALLOWANCES                              | ·                                                                                                                          |                  | \$<br>960,000           |
| 01570 | EROSION CONTROL                         | Whitson CM / Bernards                                                                                                      | 1                | \$<br>67,646            |
| 01730 | SURVEYING                               | Hunsaker & Assoc.                                                                                                          | 5                | \$<br>58,648            |
| 03200 | REINFORCING STEEL                       | Stantru                                                                                                                    | 3                | \$<br>182,550           |
| 03300 | CAST IN PLACE CONCRETE                  | JT Wimsatt                                                                                                                 | 2                | \$<br>1,032,700         |
| N/A   | INSULATING AND LIGHTWEIGHT CONCRETE     | Insul-Flow                                                                                                                 | 2                | \$<br>43,195            |
| 04200 | MASONRY                                 | Skidmore Masonry                                                                                                           | 2                | \$<br>79,044            |
| 05120 | STRUCTURAL STEEL & MISC METALS          | Ironman, Inc                                                                                                               | 2                | \$<br>501,400           |
| 05700 | ORNAMENTAL METALS                       | διο το τη τη Ολλαβολη Μαλάταμο, αροδολολολόγουν, απορεί στο αποστοριστικό το Ναλάταρο της το Ολαβολολοβολογίος<br>Το πορεί |                  | <br>w/ Structural Steel |
| 06100 | ROUGH CARPENTRY                         | WS Klem                                                                                                                    | 2                | \$<br>2,984,977         |
| 06200 | MILLWORK / CABINETRY / COUNTERTOPS      | ICI Millwork                                                                                                               | 4                | \$<br>65,042            |
| 07140 | WATERPROOFING                           | Systems WP                                                                                                                 | 4                | \$<br>95,436            |
| 07200 | INSULATION                              | DJ Insulation                                                                                                              | 3                | \$<br>80,000            |
| 07540 | ROOFING                                 | Eberhard                                                                                                                   | 4                | \$<br>344,200           |
| 07600 | SHEET METAL                             | R&J SM                                                                                                                     | 2                | \$<br>220,506           |
| 08100 | DOORS / FRAMES / HARDWARE               | Construction Hardware                                                                                                      | 3                | \$<br>236,830           |
| 08800 | ALUMINUM STOREFRONT / GLASS AND GLAZING | Santa Barbara Glass                                                                                                        | 1                | \$<br>317,025           |
| 09220 | PLASTER & DRYWALL                       | Pacific Int. / Perlite Plaster                                                                                             | 6                | \$<br>1,516,532         |
| 09300 | CERAMIC TILE                            | Stoneware Tile                                                                                                             | 3                | \$<br>118,809           |
| 09510 | ACOUSTICAL CEILINGS                     | Call-USA Acoustics                                                                                                         | 10               | \$<br>190,736           |
| 09650 | CARPET AND RESILIENT FLOORING           | Reliable Flooring                                                                                                          | 5                | \$<br>                  |
| 09900 | PAINTING                                | Vanguard                                                                                                                   | 8                | \$<br>329,600           |
| 10000 | BUILDING SPECIALTIES                    | Various Trades                                                                                                             | 10               | \$<br>335,176           |
| 10110 | VISUAL DISPLAY BOARDS                   | Claridge                                                                                                                   | 3                | \$<br>525,000           |
| 10140 | SIGNAGE                                 | Kendall Sign                                                                                                               | 6                | \$<br>60,785            |
| 10280 | TOILET PARTITIONS / BATHROOM ACCESORIES | SDI                                                                                                                        | 4                | \$<br>48,061            |
| 11400 | FOOD SERVICE EQUIPMENT                  | Kamran and Co.                                                                                                             | 5                | \$<br>349,000           |
| 12240 | window shades                           | Sheward & Son & Sons                                                                                                       | 2                | \$<br>24,950            |
| 14200 | ELEVATORS                               | Otis                                                                                                                       | 1                | \$<br>  43,500          |
| 21000 | FIRE SPRINKLER                          | Superior Fire                                                                                                              | 2                | \$<br>283,790           |
| 22000 | PLUMBING                                | Precision Plumbing                                                                                                         | 5                | \$<br>728,974           |
| 23000 | HVAC                                    | Sheldon Mech.                                                                                                              | 5                | \$<br>1,226,000         |
| 26000 | ELECTRICAL / LOW VOLTAGE                | Taft Elec.                                                                                                                 | 3                | \$<br>2,415,989         |
| 31220 | DEMO, EARTHWORK AND SITE CLEARING       | Damar Const.                                                                                                               | 6                | \$<br>936,383           |
| 32122 | ASPHALT PAVING                          | Onyx Paving                                                                                                                | 3                | \$<br>239,302           |
| 32131 | SITE AND OFF-SITE CONCRETE              | Lopez Eng.                                                                                                                 | 3                | \$<br>671,962           |
| N/A   | FENCING AND GATES                       | Pilgrim Fence                                                                                                              | 1                | \$<br>270,872           |
| 32900 | LANDSCAPE AND IRRIGATION                | Advanced Land. 2000                                                                                                        | 5                | \$<br>363,185           |
| 33000 |                                         | J. Vega Eng.                                                                                                               | 4                | \$<br>519,039           |

### SCHEDULE OF VALUES

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### Elm Street Elementary School Reconstruction 450 East Elm Street, Oxnard, CA 93033

| 140<br>0.64%<br>1.25% | \$<br>\$<br>\$<br>\$ | 18,681,807<br>1,755,609<br>365,885<br>148,101 |
|-----------------------|----------------------|-----------------------------------------------|
|                       | \$                   | 365,885                                       |
|                       |                      | 365,88!                                       |
|                       | \$                   | 148,10                                        |
| 1 25%                 |                      | •                                             |
| 1,2,2/0               | \$                   | 287,73                                        |
| 1.15%                 | \$                   | 268,30                                        |
| 1.20%                 | \$                   | 224,18                                        |
| 4.00%                 | \$                   | 896,41                                        |
| 3.00%                 | \$                   | 678,84                                        |
|                       | 4.00%                | 1.20% \$<br>4.00% \$                          |

# ALLOWANCES

- 2



### ALLOWANCES

Elm Street Elementary School Reconstruction

450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback December 9, 2016

| Schedule of Allowances Included in Proposal                                                                                                                                                                                   |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 1 Offsite Utilities Permits / Fees (Part of General Conditions Requirements 4.7.1)                                                                                                                                            | \$<br>15,000  |
| <ul> <li>B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) -</li> <li>Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.</li> </ul>                                      | \$<br>100,000 |
| 3 Unforeseen Utility Removal / Demolition                                                                                                                                                                                     | \$<br>50,000  |
| 4 Site Fencing at New Field - 6' High Galvanized Chain-link                                                                                                                                                                   | \$<br>60,000  |
| 5 Remove and Replace City Sidewalk per General Note 8 on C-01 (Noted as Directed by City Engineer; QTY TBD) Assume 7' Wide at Montrose Ave                                                                                    | \$<br>55,000  |
| 6 Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including<br>Hookups (Elec, Plumbing, HVAC, Low Voltage)<br>Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous | \$<br>60,000  |
| 7 Report)                                                                                                                                                                                                                     | \$<br>125,000 |
| 8 Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)                                                                                                | \$<br>25,000  |
| 9 Plumbing System Design Issues                                                                                                                                                                                               | \$<br>100,000 |
| 10 Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building                                                                                                                                 | \$<br>20,000  |
| 11 Door Hardware Revisions to Comply with District Standards                                                                                                                                                                  | \$<br>45,000  |
| 12 Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57                                                                                                                                          | \$<br>20,000  |
| 13 School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18"<br>Aluminum Letters                                                                                                                     | \$<br>12,000  |
| 14 Mitigate/Dewatering as Required for Shallow Water Table                                                                                                                                                                    | \$<br>18,000  |
| 15 Change Specified T8 Lamps to LED Light Fixtures/Controls                                                                                                                                                                   | \$<br>100,000 |
| 16 Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA                                                                                                                                                 | \$<br>45,000  |
| 17 Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab                                                                                                                                         | \$<br>15,000  |
| 18 Kitchen Design Corrections to Meet Health Department Requirements                                                                                                                                                          | \$<br>50,000  |
| 19 SCE Design Enhancements                                                                                                                                                                                                    | \$<br>45,000  |
|                                                                                                                                                                                                                               |               |
|                                                                                                                                                                                                                               |               |
|                                                                                                                                                                                                                               |               |
|                                                                                                                                                                                                                               | <br>          |
|                                                                                                                                                                                                                               |               |
|                                                                                                                                                                                                                               | <br>          |
| TOTAL ALLOWANCES                                                                                                                                                                                                              | \$<br>960,000 |

# QUALIFICATIONS



### **QUALIFICATIONS & ASSUMPTIONS**

Lease/Leaseback December 9, 2016

| EI | m | Street | Elementary | School | Reconstruction |
|----|---|--------|------------|--------|----------------|
|----|---|--------|------------|--------|----------------|

## 450 East Elm Street, Oxnard, CA 93033 The following items provide additional clarifications regarding the scope of work included in the Proposal: All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority 1 having jurisdiction or a third party hired by the owner. GMP excludes all permanent connection or use fees by outside utility companies. 2 3 Settlement surveys of adjacent properties or utilities Furnishing, installation, unloading / hoisting, storage, trash removal, and traffic control of Owner's FF&E items 4 Detail 20/S602 is Included for the Sun Shade Structural Steel Connections 5 Tectum Panels at the MPR Bldg Roof are Installed per Detail 2/A-64.2 Without Wood Furring or Insulation Above 6 the Tectum Panels per the Specifications. 7 Continuous Unistrut, Fire Sealant and wire through blocking is excluded per Details 10,13&14/A64.1 Moisture Testing is Included per the Specifications. If Remediation is Required, the Cost per SF will be 8 negotiated with Contractor Side Channels per Spec 122113, 2.02/D are No Longer Offered by Any Manufacturer and are Excluded. 9 10 GMP excludes the relocation of any existing play structures noted on the drawings.

# SUBCONTRACTOR EVALUATIONS

| Erosion Control                                 | Elm Street E                          |        |          | onstruction                           | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|-------------------------------------------------|---------------------------------------|--------|----------|---------------------------------------|------------------------|------------------|
|                                                 |                                       | Subcon | tractors |                                       | Date Printed           | 12/6/2016        |
| Description                                     | Whitson CM /<br>Bernards              |        |          |                                       |                        |                  |
| Base Bid                                        |                                       |        |          |                                       |                        |                  |
| Spec #: 312500                                  | Included                              |        |          |                                       |                        |                  |
| Spec #;                                         |                                       |        |          |                                       |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included | Included                              |        |          |                                       |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016     | Included                              |        |          |                                       |                        |                  |
| Acknowledgment of Addendum 1                    | Included                              |        |          |                                       |                        |                  |
| Bid Good for 60 Days                            |                                       |        |          |                                       |                        |                  |
| Prevailing Wage                                 | Included                              |        |          |                                       |                        |                  |
| Prequalification per Bid Invite                 | N/A                                   |        |          |                                       |                        |                  |
| Attachment C Acknowledgement                    | N/A                                   |        |          |                                       |                        |                  |
| Erosion Control                                 | · · · · · · · · · · · · · · · · · · · |        |          |                                       |                        |                  |
| Silt Fencing                                    | 15,109                                |        |          |                                       |                        |                  |
| Fiber Rolls                                     | 1,600                                 |        |          |                                       |                        |                  |
| Construction Entrances                          | 21,000                                |        |          |                                       |                        |                  |
| Storm Drain Inlet Protection                    | 1,375                                 |        |          |                                       |                        |                  |
| SWPPP Implementation                            | 28,562                                |        |          | 1                                     |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        |          | 1                                     |                        |                  |
|                                                 |                                       |        |          | · · · · · · · · · · · · · · · · · · · |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        | 7.AAAA   |                                       |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        |          | 1                                     |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
|                                                 |                                       |        |          |                                       |                        |                  |
| DTALS                                           | 67,646                                | 0      | 0        | 0                                     | Ō                      | 0                |
| Recommendation:                                 | Amount                                |        | ·····    | i <u></u>                             |                        |                  |
| Whitson CM / Bernards                           | 67,646                                |        |          |                                       |                        |                  |

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| Surveying                                                                                                              | Elm Street | -                    | School Reco            | onstruction | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|------------------------------------------------------------------------------------------------------------------------|------------|----------------------|------------------------|-------------|------------------------|------------------|
|                                                                                                                        |            | Subcon               | tractors               |             | Date Printed           | 12/6/2016        |
| Description                                                                                                            | Adkan      | Hunsaker &<br>Assoc. | Brenner &<br>Carpenter | Precision   | Stantec                | Gromatici        |
| Base Bid                                                                                                               | 42,000     | 39,504               | 65,100                 | 44,975      | 76,000                 | Incomplete       |
| Spec #; 017300                                                                                                         | Included   | Included             | Included               | Included    | Included               |                  |
| Spec #:                                                                                                                |            |                      |                        |             |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                        | Included   | Included             | Included               | Included    | Included               | ·····.           |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                            | Included   | Included             | Included               | Included    | Included               |                  |
| Acknowledgment of Addendum 1                                                                                           | Included   | Included             | Included               | Included    | Included               |                  |
| Bid Good for 60 Days                                                                                                   | Included   | Included             | Included               | Included    | Included               |                  |
| Prevailing Wage                                                                                                        | Included   | Included             | Included               | Included    | Included               |                  |
| Prequalification per Bld Invite                                                                                        | N/A        | N/A                  | N/A                    | N/A         | N/A                    |                  |
| Attachment C Acknowledgement                                                                                           | N/A        | N/A                  | N/A                    | N/A         | N/A                    |                  |
| Set-up                                                                                                                 | Included   | included             | Included               | Included    | Included               |                  |
| Travel Costs                                                                                                           | 5,000      | 5,000                | 5,000                  | 5,000       | 5,000                  |                  |
| Horizontal Control                                                                                                     | Included   | Included             | Included               | Included    | Included               |                  |
| Survey Boundary Map                                                                                                    | 5,800      | 5,920                | 5,800                  | 5,800       | 5,800                  |                  |
| Excavation                                                                                                             | Included   | Included             | Included               | Included    | Included               |                  |
| Rough Grade Staking                                                                                                    | Included   | 5,920                | Included               | Included    | Included               |                  |
| Location and Existing Elevation at Future Driveways,<br>Access Ramps                                                   | 2,320      | Included             | Included               | Included    | Included               |                  |
| Bluetop Stakes at Bottom of Excavation for Fine<br>Grading                                                             | Included   | Included             | Included               | Included    | Included               |                  |
| Gridlines at Elevator                                                                                                  | 1,160      | 1,184                | Included               | 1,120       | Included               |                  |
| Buildings                                                                                                              | Included   | Included             | Included               | Included    | Included               |                  |
| Building Corner Stakes (All Bldgs)                                                                                     | Included   | Included             | Included               | Included    | Included               |                  |
| Utility Sleeve Layout for Sanitary Sewer, Storm<br>Drain, Domestic and Fire Water, and Permanent<br>Electrical Service | Included   | Included             | Included               | Included    | Included               |                  |
| Final Verification Upon Project Completion                                                                             | Included   | Included             | Included               | Included    | Included               |                  |
| Site                                                                                                                   | Included   | Included             | Included               | Included    | Included               |                  |
| Stakes for Sanitary Sewer, Storm Drain and<br>Domestic Fire                                                            | Included   | Included             | Included               | Included    | Included               |                  |
| Stakes for CMU Enclosure Footings                                                                                      | Included   | 560                  | Included               | 420         | Included               |                  |
| Line and Grade Stakes for Underground Electrical<br>Devices, POCs and Duct Banks                                       | 3,480      | Included             | Included               | 1,680       | Included               |                  |
| Line and Grade Stakes Outlining all B-Permit<br>Concrete, AC Paving, Swales, Etc.                                      | Included   | Included             | Included               | Included    | Included               |                  |
| Parking Lot Lights                                                                                                     | Included   | 560                  | Included               | Included    | Included               |                  |

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| Bid Evaluation Report | <b>T</b><br>EBERMARD                                                                                            |                      |                        |            |                        |                  |
|-----------------------|-----------------------------------------------------------------------------------------------------------------|----------------------|------------------------|------------|------------------------|------------------|
| Surveying             | Elm Street                                                                                                      | Elementary           | School Reco            | nstruction | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|                       |                                                                                                                 | Date Printed         | 12/6/2016              |            |                        |                  |
| Description           | Adkan                                                                                                           | Hunsaker &<br>Assoc, | Brenner &<br>Carpenter | Precision  | Stantec                | Gromatici        |
|                       | a a a total and a second se | ······               |                        |            |                        |                  |
| TOTALS                | 59,760                                                                                                          | 58,648               | 75,900                 | 58,995     | 86,800                 | 0                |
| Recommendation:       | Amount                                                                                                          |                      |                        |            | 1                      |                  |
| Hunsaker & Assoc.     | 58,648                                                                                                          |                      |                        |            |                        |                  |

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| Dama & Fauthmanle                                                                   | Flue Chiese    | El a sia a saba su s | Colora I Danas  |                | Job Number          | Elm            |
|-------------------------------------------------------------------------------------|----------------|----------------------|-----------------|----------------|---------------------|----------------|
| Demo & Earthwork                                                                    | Eim Street     | Elementary           | School Reco     | nstruction     | Bid Date            | 12/7/2016      |
|                                                                                     |                | Subcon               | tractors        |                | Date Printed        | 12/6/2016      |
| Description                                                                         | Triangle Ent.  | Damar Const.         | Ground Breakers | Leko Const.    | Sharma Gen.<br>Eng. | Toro Ent.      |
| Base Bid                                                                            | See Below      | See Below            | See Below       | See Below      | See Below           | See Below      |
| Spec #: 024300, 311000, 312200, 312333<br>Spec #:                                   | Included       | Included             | Included        | Included       | Included            | Included       |
| Furnished, Installed, FOB Jobsite, Tax Included                                     | Included       | included             | Included        | Included       | Included            | Included       |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                         | Included       | Included             | Included        | Included       | Included            | Included       |
| Acknowledgment of Addendum 1                                                        | Included       | Included             | Included        | Included       | Included            | Included       |
| Bid Good for 60 Days                                                                | 10 Days        | 30 Days              | 30 Days         | 30 Days        | 60 Days             | 30 Days        |
| Prevailing Wage                                                                     | Included       | Included             | Included        | Included       | Included            | Included       |
| Pregualification per Bid Invite                                                     | N/A            | N/A                  | N/A             | N/A            | N/A                 | N/A            |
| Attachment C Acknowledgement                                                        | N/A            | N/A                  | N/A             | N/A            | N/A                 | N/A            |
| Abatement                                                                           |                |                      |                 |                |                     |                |
| Potential Inaccessible Asbestos Materials                                           | See Allowances | See Allowances       | See Allowances  | See Allowances | See Allowances      | See Allowances |
| Asbestos as Surveyed                                                                | N/A            | N/A                  | N/A             | N/A            | N/A                 | N/A            |
| Abatement for Grading                                                               | See Allowances | See Allowances       | See Allowances  | See Allowances | See Allowances      | See Allowances |
| Unquantifiable Soils with Potential Lead<br>Contamination at Existing Buildings     | See Allowances | See Allowances       | See Allowances  | See Allowances | See Allowances      | See Allowances |
| Demo - Standard Industries                                                          | 297,500        | 331,603              | 322,000         | 331,603        | 331,603             | 331,603        |
| Phase 1                                                                             | Included       | Included             | Included        | Included       | Included            | Included       |
| Offsite per Page 4 of 4                                                             | Included       | Included             | Included        | Included       | Included            | Included       |
| Sawcut and Remove (E) PCC Curb and Gutter                                           | Included       | Included             | Included        | Included       | Included            | Included       |
| Sawcut and Remove (E) Sidewalks                                                     | Included       | Included             | Included        | Included       | Included            | Included       |
| Sawcut and Remove (E) 2' AC Paving in Street Along<br>Elm, Montrose and Fir - 9/C02 | Included       | Included             | Included        | Included       | Included            | Included       |
| Sawcut AC in Street for New Utilities - C08                                         | 4,608          | 4,608                | 4,608           | 4,608          | 4,608               | 4,608          |
| Sawcut and Remove (E) Curb Ramps for New ADA<br>Ramps with Truncated Domes          | Included       | Included             | Included        | Included       | Included            | Included       |
| Onsite Clearing / Demolition - C05                                                  | Included       | Included             | Included        | Included       | Included            | Included       |
| Underground Utility Location                                                        | 2,400          | 2,400                | 2,400           | 2,400          | 2,400               | 2,400          |
| Remove Existing Trees                                                               | Included       | Included             | Included        | Included       | Included            | Included       |
| Sawcut & Remove AC Paving Parking Lot                                               | Included       | Included             | Included        | Included       | Included            | Included       |
| Remove Fencing and Gates                                                            | Included       | Included             | Included        | Included       | Included            | Included       |
| Remove (E) Utilities, SD & Irrigation                                               | Included       | Included             | Included        | Included       | Included            | Included       |
| (E) Drywell per RFI 35                                                              | Included       | Included             | Included        | Included       | Included            | Included       |
| Remove Trash Enclosure                                                              | Included       | Included             | Included        | Included       | Included            | Included       |
| Phase 2                                                                             | Included       | Included             | Included        | Included       | Included            | Included       |
| Remove All Existing Facilities - Portables &<br>Classroom Building                  | Included       | Included             | Included        | Included       | Included            | Included       |

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| Demo & Earthwork                                                        | Elma Chungh    | Flowsonkow     | Cohool Dooo     |                | Job Number          | Elm           |
|-------------------------------------------------------------------------|----------------|----------------|-----------------|----------------|---------------------|---------------|
|                                                                         | EIM Street     | elementary     | School Reco     | nstruction     | Bid Date            | 12/7/2016     |
|                                                                         |                | Subcon         | itractors       |                | Date Printed        | 12/6/2016     |
| Description                                                             | Triangle Ent.  | Damar Const.   | Ground Breakers | Leko Const.    | Sharma Gen.<br>Eng. | Toro Ent.     |
| AC Paving and Play Areas                                                | Included       | Included       | Included        | Included       | Included            | Included      |
| Fencing                                                                 | Included       | Included       | Included        | Included       | Included            | Included      |
| Concrete Pavement                                                       | Included       | Included       | Included        | Included       | Included            | Included      |
| Electrical Equipment                                                    | Included       | Included       | Included        | Included       | Included            | Included      |
| Salvage & Relocate                                                      | Included       | Included       | Included        | Included       | Included            | Included      |
| Light Poles (3)                                                         | In Electrical  | In Electrical  | In Electrical   | In Electrical  | In Electrical       | In Electrical |
| Backflow (1)                                                            | By Utilities   | By Utilities   | By Utilities    | By Utilities   | By Utilities        | By Utilities  |
| Adjust to Height - Sewer Cleanouts (2)                                  | By Utilities   | By Utilities   | By Utilities    | By Utilities   | By Utilities        | By Utilities  |
| Grading                                                                 | 579,100        | 536,995        | 533,500         | 720,118        | 748,340             | 589,068       |
| Water Meter and Construction Watering for Own<br>Scope                  | 21,000         | 21,000         | 21,000          | 21,000         | 21,000              | 21,000        |
| Move-Ins                                                                | Included       | Included       | Included        | Included       | Included            | Included      |
| April '17 Movie-In for MPR Bldg Due to Portables                        | Included       | Included       | Included        | Included       | Included            | Included      |
| Mass Excavation and Fine Grade Subgrade                                 | Included       | Included       | Included        | Included       | Included            | Included      |
| Temp Soil Stabilization                                                 | 7,500          | 7,500          | 7,500           | 7,500          | 7,500               | 7,500         |
| Over-Ex 4' or 3' Below Footings (Phase 1) per RFI 39                    | Included       | Included       | Included        | Included       | Included            | Included      |
| Extend 5' from Perimeter Edges - RFI 7                                  | Included       | Included       | Included        | Included       | Included            | Included      |
| Geogrid - Tensar Tri-Axial TX160 or Equal - RFI 7                       | Included       | Included       | Included        | Included       | Included            | Included      |
| 1' Crushed Rock                                                         | Included       | Included       | Included        | Included       | Included            | Included      |
| Over-Ex at Elevator Pit, 1.5' Below Bottom and 3'<br>Lateral per RFI 40 | Included       | Included       | Included        | Included       | Included            | Included      |
| Over-Ex 6" at Site Conditions                                           | Included       | Included       | Included        | Included       | Included            | Included      |
| Sub-Grade Compaction of 95%                                             | Included       | Included       | Included        | Included       | Included            | Included      |
| Over-Ex 6" at Play Field (Phase 2)                                      | Included       | Included       | Included        | Included       | Included            | Included      |
| Import per Geotech +/- 8,000 CY                                         | Included       | Included       | Included        | Included       | Included            | Included      |
| Export Spoils Stockpiled by Others                                      | \$19 / CY      | \$20.30 / CY   | \$29 / CY       | \$25.57 / CY   | \$26.10 / CY        | \$28.80 / CY  |
| Concrete Spoils                                                         | 18,810         | 20,097         | 28,710          | 25,314         | 25,839              | 28,512        |
| Site Utilities                                                          | 9,500          | 10,150         | 14,500          | 12,785         | 13,050              | 14,400        |
| Plumbing, Electrical                                                    | 1,900          | 2,030          | 2,900           | 2,557          | 2,610               | 2,880         |
| Structure Moving                                                        | See Allowances | See Allowances | See Allowances  | See Allowances | See Allowances      | See Allowance |
| Relocate 2 (E) Portables - (Phase 1A)                                   | See Allowances | See Allowances | See Allowances  | See Allowances | See Allowances      | See Allowance |
| ITALS                                                                   | 942,318        | 936,383        | 937,118         | 1,127,885      | 1,156,950           | 1,001,971     |
| Recommendation:                                                         | Amount         |                | 1               |                |                     |               |
| Damar Const.                                                            | 936,383        |                |                 |                |                     |               |

| Asphalt Paving & Striping                                                           | Clus Chucch          | Clamananan                                                                                                     | Cohool Docone        | huu ahi an | Job Number                            | Elm       |
|-------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------|----------------------|------------|---------------------------------------|-----------|
|                                                                                     | Elm Street           | ciementary                                                                                                     | School Recons        | arruction  | Bid Date                              | 12/7/2016 |
|                                                                                     |                      | Subcon                                                                                                         | tractors             |            | Date Printed                          | 12/6/2016 |
| Description                                                                         | Terra Pave           | Onyx Paving                                                                                                    | Toro Ent.            |            |                                       |           |
| Base Bid                                                                            | 384,000              | 221,230                                                                                                        | 205,557              |            |                                       |           |
| Spec #: 321126, 321216, 321723                                                      | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Spec #:                                                                             |                      |                                                                                                                |                      |            |                                       |           |
|                                                                                     |                      |                                                                                                                |                      |            |                                       |           |
| Furnished, Installed, FOB Jobsite, Tax Included                                     | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                         | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Acknowledgment of Addendum 1                                                        | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Bid Good for 60 Days                                                                |                      |                                                                                                                |                      |            |                                       |           |
| Prevailing Wage                                                                     | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Pregualification per Bid Invite                                                     | N/A                  | N/A                                                                                                            | N/A                  |            |                                       |           |
| Attachment C Acknowledgement                                                        | N/A                  | N/A                                                                                                            | N/A                  |            |                                       |           |
| AC Paving                                                                           | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Phase 1                                                                             | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Road Work at Elm, Montrose & Fir                                                    | Included             | Included                                                                                                       | Included             |            |                                       |           |
| 4" AC o/ 5" Class II Base o/ 8" Sub Base                                            | Included             | Included                                                                                                       | 10,981               |            |                                       |           |
| 4" AC o/ 5" Class II Base o/ 8" Sub Base at Bus Drop                                |                      |                                                                                                                |                      |            | 1999 - Barrison -                     |           |
| Offs in Street                                                                      | Included             | Included                                                                                                       | 23,150               |            |                                       |           |
| Grind and Overlay 0.20" AC (2' Wide Min.) in Street -                               | Included             | Included                                                                                                       | 1,426                |            |                                       |           |
| Elm, Montrose & Fir - 9/C02                                                         | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Parking Lot<br>4" AC o/ 5" Class [I Base o/ 3.5" & 4" Sub Base                      | Included             | Included                                                                                                       | Included             |            |                                       |           |
|                                                                                     | Included             | terreturner and the second | Included             |            |                                       |           |
| Phase 1A<br>4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at                      |                      | Included                                                                                                       |                      |            |                                       |           |
| Elec Yard                                                                           | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Phase 2                                                                             | Included             | Included                                                                                                       | Included             |            |                                       |           |
| 4" AC o/ 5" Class II Base o/ 3.5" Sub Base at                                       | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Playground                                                                          |                      |                                                                                                                |                      |            |                                       |           |
| Redwood Header at Grass                                                             | Included             | 1,908                                                                                                          | 1,908                |            |                                       |           |
| Striping                                                                            | ABC Resources        | Included                                                                                                       | ABC Resources        |            |                                       | ****      |
| Parking Lot - 4/C02                                                                 | 14,368               | 9,800                                                                                                          | 14,368               |            |                                       |           |
| Concrete Wheel Stops - 7/Gen2                                                       | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Stripe Crosshatch Areas                                                             | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Standard Parking Spaces                                                             | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Fire Lane Curbs Red - F12/A01.2                                                     | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Handicap Parking Spaces                                                             | Included             | Included                                                                                                       | Included             | <u> </u>   | · · · · · · · · · · · · · · · · · · · |           |
| Arrows and Stall Numbers                                                            | Included             | Included                                                                                                       | Included             |            |                                       |           |
| Signage - Parking & Fire Lane w/ Posts - 1&2/C02<br>Signage - Fire Lane - 1&9/Gen 5 | Included<br>Included | Included<br>Included                                                                                           | Included<br>Included |            |                                       |           |

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| Subcontractors       Date Printed       12/6/2016         Description       Terra Pave       Onyx Paving       Toro Ent.       Date Printed       12/6/2016         Signage - Stop Sign, District Signs and Fence Signs<br>w/ Posts       Included       Include       Included       Include       Includ | Asphalt Paving & Striping           | Elm Street        | Elementary            | School Rec | onstruction | Job Number<br>Bid Date                | Elm<br>12/7/2016                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------|-----------------------|------------|-------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Signage - Stop Sign, District Signs and Fence Signs       Included       Included       Included         Post Footings 12" Dia x 24" Deep       Included       3,200       Included         Piayground Track Striping at Kindergarten 3" White -<br>30" Wide per A0-1.1       Included       Included       Included         Site Basketball, Tetherball, Hopscotch and Foursquare<br>Striping per 6,8-12/A63.6       Included       Included       Included         Paint Top of Curb and Curb Face Red / Yellow /<br>Green as Required       2,340       2,340       2,340       2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |                   | Subcont               | ractors    |             | Date Printed                          |                                                                                                                 |
| w/ Posts     Included     Included       Post Footings 12" Dia x 24" Deep     Included     3,200     Included       Playground Track Striping at Kindergarten 3" White -<br>30" Wide per A0-1.1     Included     Included     Included       Site Basketball, Tetherball, Hopscotch and Foursquare<br>Striping per 6,8-12/A63.6     Included     Included     Included       Paint Top of Curb and Curb Face Red / Yellow /<br>Green as Required     2,340     2,340     2,340     2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Description                         | Terra Pave        | Onyx Paving Toro Ent, |            |             |                                       |                                                                                                                 |
| Playground Track Striping at Kindergarten 3" White -<br>30" Wide per A0-1.1       Included       Included       Included         Site Basketball, Tetherball, Hopscotch and Foursquare<br>Striping per 6,8-12/A63.6       Included       Included       Included         Elec Yard Striping per Note 17/C-06       824       824       824       824         Offsite<br>Paint Top of Curb and Curb Face Red / Yellow /<br>Green as Required       2,340       2,340       2,340       2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     | Included          | Included              | Included   |             | , , , , , , , , , , , , , , , , , , , | an marina ann an Ann |
| 30" Wide per A0-1.1     Included     Included       Site Basketball, Tetherball, Hopscotch and Foursquare<br>Striping per 6,8-12/A63.6     Included     Included       Elec Yard Striping per Note 17/C-06     824     824     824       Offsite<br>Paint Top of Curb and Curb Face Red / Yellow /<br>Green as Required     2,340     2,340     2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Post Footings 12" Dia x 24" Deep    | Included          | 3,200                 | Included   |             |                                       |                                                                                                                 |
| Striping per 6,8-12/A63.6     Included     Included       Elec Yard Striping per Note 17/C-06     824     824     824       Offsite     2,340     2,340     2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 30" Wide per A0-1.1                 | Included          | Included              | Included   |             |                                       |                                                                                                                 |
| Offsite       Paint Top of Curb and Curb Face Red / Yellow / Green as Required       2,340       2,340       2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     | Included          | Included              | Included   | ×           |                                       |                                                                                                                 |
| Paint Top of Curb and Curb Face Red / Yellow /<br>Green as Required 2,340 2,340 2,340                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Elec Yard Striping per Note 17/C-06 | 824               | 824                   | 824        |             |                                       |                                                                                                                 |
| Green as Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Offsite                             |                   |                       |            |             |                                       |                                                                                                                 |
| OTALS 401,532 239,302 260,553 0 0 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     | 2,340             | 2,340                 | 2,340      |             |                                       |                                                                                                                 |
| OTAL5 401,532 239,302 260,553 0 0 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                   |                       |            |             |                                       |                                                                                                                 |
| OTALS 401,532 239,302 260,553 0 0 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                   |                       |            |             | )                                     |                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | OTALS                               | 401,532           | 239,302               | 260,553    | 0           | 0                                     | 0                                                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Recommendation:<br>Onyx Paving      | Amount<br>239,302 |                       | ······     | ······      |                                       |                                                                                                                 |

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| Site & Off-Site Concrete                                                        | Elm Streel          | Elementary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | School Reco            | nstruction | Job Number<br>Bid Date | Eim       |
|---------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|------------|------------------------|-----------|
|                                                                                 |                     | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | tractors               |            | Date Printed           | 12/7/2016 |
| Description                                                                     | Lopez Eng.          | A&S Cement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Santa Clarita<br>Conc. | Toro Ent.  |                        |           |
| Base Bid                                                                        | See Below           | 625,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 479,000                | Incomplete |                        |           |
| Spec #: 321213, 321613, 321713                                                  | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Spec #:                                                                         |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                        |            |                        |           |
|                                                                                 |                     | 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | -1                     |            |                        |           |
| Furnished, Installed, FOB Jobsite, Tax Included                                 | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                     | Included            | Included<br>Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Included               |            |                        |           |
| Acknowledgment of Addendum 1<br>Bid Good for 60 Days                            | Included            | A set of the s |                        |            |                        |           |
|                                                                                 | 30 Days<br>Included | 30 Days<br>Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 30 Days<br>Included    |            |                        | · ·.·     |
| Prevailing Wage                                                                 | N/A                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                    |            |                        |           |
| Prequalification per Bid Invite                                                 |                     | 승규는 이 가슴 날에 가지 않는 것                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                        |            |                        |           |
| Attachment C Acknowledgement                                                    | N/A                 | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | N/A                    |            |                        |           |
| On Site                                                                         | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Flat Work                                                                       | 282,765             | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 4" PCC with #3 Rebar at Site Walkways and Building<br>Courtyards - C06          | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Accessible Curb Ramps at ADA Stalls/Admin Bldg<br>with Truncated Domes- 6/C02   | 2,040               | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Curb & Gutters                                                                  | 21,890              | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Parking Lot per C06                                                             | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 6" Curb and Gutter - 111/C03                                                    | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 6" PCC Curb - 111/C03                                                           | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 0" Curb - 12/C02                                                                | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Curb Ends - 7/C02                                                               | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Concrete Mow Curbs at Site Fencing and Site<br>Landscape - L201 & L302 (RFI 34) | 6,750               | 6,750                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Included               |            |                        |           |
| Concrete Maint. Bands at Bidg Perimeters per A01.1<br>& 3/A63.6 (RFI 46)        | 8,664               | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 2"x6" Conc Header at AC to Grass Transition per<br>A01.1 & 4/A63.6              | 3,578               | 3,578                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3,578                  |            |                        |           |
| Misc                                                                            | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Bldg 1 - Classroom                                                              | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 6" Conc Pads for HVAC Equip - M1-1.1 & 16/S301                                  | 2,256               | 2,256                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 2,256                  |            |                        |           |
| Concrete Stairs at Stair 3 Per 1/A1-45.3                                        | 17,680              | 18,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Included               |            |                        |           |
| Fire Hydrant Bollards/Footings - 301/C04 (12)                                   | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| 3' Deep Footings                                                                | 3,600               | 3,600                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 3,600                  |            |                        |           |
| Footings for Site Fencing and Gates - 3&4/A63.5                                 | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |
| Kindergarten Bldg per RFI 41                                                    | Included            | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included               |            |                        |           |

| Site & Off-Site Concrete                                                                      | Elm Street        | Elementary | School Reco                                                        | nstruction | Job Number                                                                                                                                                                                                                           | Elm       |
|-----------------------------------------------------------------------------------------------|-------------------|------------|--------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                                                               |                   |            |                                                                    |            | Bid Date                                                                                                                                                                                                                             | 12/7/2016 |
|                                                                                               |                   | Subcont    | ويؤفنا ويتقاربون الأربيين البريس والترجي الثاريب كالتعريب كالتعريب |            | Date Printed                                                                                                                                                                                                                         | 12/6/2016 |
| Description                                                                                   | Lopez Eng,        | A&S Cement | Santa Clarita<br>Conc.                                             | Toro Ent.  | antina (1997), secondo de la composición de la composición de la composición de la composición de la composición<br>Composición de la composición de la comp |           |
| Throughout Site per A0-1.1                                                                    | Included          | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Post Footing - 4/A-63.5                                                                       | 9,702             | 9,702      | 9,702                                                              |            |                                                                                                                                                                                                                                      |           |
| Gate Footing - 3/A-63.5                                                                       | 7,560             | 7,560      | 7,560                                                              |            |                                                                                                                                                                                                                                      |           |
| Flag Pole Footing 4' Dia x 6' Deep - 20/S303 (1)                                              | 1,250             | 1,250      | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Marquee Sign Footing & Cap per 18/S303                                                        | 4,320             | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Conc Base Under Rubber Play Surface at<br>Kindergarten per 7/A63.5 & A0-1.1                   | 29,869            | 29,869     | 29,869                                                             |            |                                                                                                                                                                                                                                      |           |
| 1' Conc Band Around Playgrounds at Kindergarten<br>and Playground - A0-1.1 & 10/A63.5         | 4,512             | Included   | 4,512                                                              |            |                                                                                                                                                                                                                                      |           |
| Footing for Basketball Poles 84" Deep x 2' Dia -<br>7/A63.6 (6)                               | 5,100             | Included   | 5,100                                                              |            | ······································                                                                                                                                                                                               |           |
| Footing for Tetherball Poles 12/A63.6 (2)                                                     | 1,700             | Included   | 1,700                                                              |            |                                                                                                                                                                                                                                      |           |
| Concrete Footing for CMU Walls at Elec Yard - 1/A0-<br>1.3 & 9&10/S303 - (3'-6" x 1'-4")      | 17,380            | Included   | 17,380                                                             |            |                                                                                                                                                                                                                                      |           |
| 9" Conc Pad for Elec Equip at Elec Yard per 1/A0-1.3<br>& 16/S301                             | 2,544             | Included   | 2,544                                                              |            |                                                                                                                                                                                                                                      |           |
| Light Pole Footings - 586/E7.3                                                                | 6,800             | Included   | Included                                                           |            |                                                                                                                                                                                                                                      | 1         |
| Base for all Paving                                                                           | 41,045            | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Reinforcing Steel for All Work                                                                | 37,762            | Included   | 39,300                                                             |            |                                                                                                                                                                                                                                      |           |
| Control and Expansion Joints / Sealants                                                       | 20,070            | 20,070     | 20,070                                                             |            |                                                                                                                                                                                                                                      |           |
| Washout Bins                                                                                  | 2,500             | 2,500      | 2,500                                                              |            |                                                                                                                                                                                                                                      | <u> </u>  |
| Off Site                                                                                      | Included          | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| 4" PCC Sidewalks (8' Wide)                                                                    | 14,372            | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Detectable Warning Surfaces (Truncated Domes) at<br>Street Corner Curb Ramps - Yellow - 6/C02 | 3,720             | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Loading Zone Ramp w/ Truncated Domes, Curbs and<br>Ramp per 10/Gen 5 & C06 (2)                | Included          | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Join and Match (E) Curb, Gutter, Sidewalk                                                     | 10,724            | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| Driveway Entrances per 115/C03 (3)                                                            | 6,732             | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| 4' Ribbon Gutter in Street Drop Off - 117/C03                                                 | 10,800            | Included   | Included                                                           |            |                                                                                                                                                                                                                                      |           |
| 8" PCC Turnouts per Pg 4of4 & 200/Pg 2                                                        | 39,101            | Included   | 38,000                                                             |            |                                                                                                                                                                                                                                      |           |
| Site Pavers (MFR TBD)                                                                         | 45,177            | 45,177     | 45,177                                                             |            |                                                                                                                                                                                                                                      |           |
| Pavers Outside MPR & Admin Bidg                                                               | In Above          | In Above   | In Above                                                           |            |                                                                                                                                                                                                                                      |           |
| Pavers in Classroom Courtyard                                                                 | In Above          | In Above   | In Above                                                           |            |                                                                                                                                                                                                                                      |           |
| Sand Base                                                                                     | In Above          | In Above   | In Above                                                           |            |                                                                                                                                                                                                                                      |           |
| TALS                                                                                          | 671,962           | 775,311    | 711,847                                                            | 0          | 0                                                                                                                                                                                                                                    | 0         |
|                                                                                               |                   |            |                                                                    |            |                                                                                                                                                                                                                                      |           |
| Lecommendation:                                                                               | Amount<br>671,962 |            |                                                                    |            |                                                                                                                                                                                                                                      |           |

| Fencing & Gates                                            | Elm Street     | Elementary | School Reco | onstruction | Job Number            | Elm<br>12/7/2016<br>12/6/2016          |
|------------------------------------------------------------|----------------|------------|-------------|-------------|-----------------------|----------------------------------------|
| · · · · · · · · · · · · · · · · · · ·                      |                | Subcon     |             |             | Bid Date Date Printed |                                        |
| Description                                                | Pilgrim Fence  | Cancon     |             |             | bite i finted         |                                        |
| Base Bid                                                   | 270,872        |            |             |             |                       |                                        |
| Spec #: N/A                                                | Included       | ••••••     |             |             |                       |                                        |
| Spec #:                                                    |                |            |             |             |                       |                                        |
| Furnished, Installed, FOB Jobsite, Tax Included            | Included       |            |             |             |                       |                                        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                | Included       |            |             |             |                       |                                        |
| Acknowledgment of Addendum 1                               | Included       |            |             |             |                       |                                        |
| Bid Good for 60 Days                                       | Included       |            |             |             |                       |                                        |
| Prevailing Wage                                            | Included       |            |             |             |                       |                                        |
| Prequalification per Bid Invite                            | N/A            |            |             |             |                       |                                        |
| Attachment C Acknowledgement                               | N/A            |            |             |             |                       |                                        |
| Chain Link Fencing                                         | See Allowances |            |             |             |                       |                                        |
| Chain Link Fence, 6' Tall at New Play Field Perimeter      | See Allowances |            |             |             |                       |                                        |
| Footings for Fence Posts                                   | See Allowances |            | ·           |             |                       |                                        |
| Steel Fence and Gates - (A0-1.1, No Spec)                  | Included       |            |             |             |                       |                                        |
| Steel Fencing at Kindergarten Bldg per RFI 41 -<br>9/S63.5 | Included       | A          |             |             |                       |                                        |
| Fencing Throughout Site per 9/A63.5                        | Included       |            |             |             |                       |                                        |
| Single Gates Throughout Site - 1/A63.5 (1)                 | Included       |            |             |             |                       |                                        |
| Double Gates Throughout Site - 8/A63.5 (9)                 | Included       |            |             |             |                       |                                        |
| Panic Hardware at All Gates                                | Included       |            |             |             |                       |                                        |
|                                                            |                |            |             | · · · ·     |                       |                                        |
| 5 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -                    |                |            |             |             |                       |                                        |
|                                                            |                |            |             |             |                       |                                        |
|                                                            |                |            |             |             |                       |                                        |
| OTALS                                                      | 270,872        | 0          | 0           | 0           | 0                     | 0                                      |
| Recommendation:                                            | Amount         |            |             | 1           | 1                     |                                        |
| Pilgrim Fence                                              | 270,872        |            |             |             |                       | ······································ |

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| Landscape & Irrigation                                                                                       | Elm Street   |                       | y School Reco   | nstruction | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|--------------------------------------------------------------------------------------------------------------|--------------|-----------------------|-----------------|------------|------------------------|------------------|
|                                                                                                              |              |                       | ntractors       |            | Date Printed           | 12/6/2016        |
| Description                                                                                                  | Pierre Land. | Advanced Land<br>2000 | · Venco Western | Marina     | Dafau Land.            |                  |
| Base Bid                                                                                                     | 21,277       | See Below             | See Below       | See Below  | See Below              |                  |
| Spec #: 323000, 328400, 329000, 329010                                                                       | Included     | Included              | Included        | Included   | Included               |                  |
| Spec #:                                                                                                      |              |                       |                 |            |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                                                              | Included     | Included              | Included        | Included   | Included               |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                  | Included     | Included              | Included        | Included   | Included               |                  |
| Acknowledgment of Addendum 1                                                                                 | Included     | Included              | Included        | Included   | Included               |                  |
| Bid Good for 60 Days                                                                                         | 60 Days      | 30 Davs               | Included        | Included   |                        |                  |
| Prevailing Wage                                                                                              | Included     | Included              | Included        | Included   | Included               |                  |
| Prequalification per Bid Invite                                                                              | N/A          | N/A                   | N/A             | N/A        | N/A                    |                  |
| Attachment C Acknowledgement                                                                                 | N/A          | N/A                   | N/A             | N/A        | N/A                    |                  |
|                                                                                                              |              |                       |                 |            |                        |                  |
| Planting                                                                                                     | 145,171      | 117,918               | 113,905         | 186,000    | 105,213                |                  |
| Furnish/Install all Project Landscape Planting<br>(Trees, Shrubs, Groundcover, Flowers, Sod, Vines,<br>etc.) | Included     | Included              | Included        | Included   | Included               |                  |
| Planting Legend per L201                                                                                     | Included     | Included              | Included        | Inciuded   | Included               |                  |
| Hydroseed New Field "Sportsfield Mix"                                                                        | Included     | Included              | Included        | Included   | Included               |                  |
| Staking, Tree Trunk Guards, Headers and Root<br>Barriers                                                     | Included     | Included              | Included        | Included   | Included               |                  |
| Backfill Mix for Use of Planting                                                                             | Included     | Included              | Included        | Included   | Included               |                  |
| Planting Details per L302                                                                                    | Included     | Included              | Included        | Included   | Included               |                  |
| Irrigation                                                                                                   | 169,413      | 149,757               | 143,545         | 178,000    | 189,247                |                  |
| Irrigation Legend per L103                                                                                   | Included     | Included              | Included        | Included   | Included               |                  |
| All Piping - Sch 40 PVC or Class 315 / Class 200 PVC                                                         | Included     | Included              | Included        | Included   | Included               |                  |
| Irrigation POC on Fir Ave per L102 - RFI 12                                                                  | Included     | Included              | Included        | Included   | Included               |                  |
| Auto Controllers, Backflow Device, Master Valve and<br>Flow Sensor, Rain Shut off Device                     | Included     | Included              | Included        | Included   | Included               |                  |
| Dripline Tubing, Lighting Equipment, Pull Boxes, and<br>Wire Cable                                           | Included     | Included              | Included        | Included   | Included               |                  |
| Temporary Watering w/ GC Supplied Water                                                                      | Included     | Included              | Included        | Included   | included               |                  |
| Irrigation Tie-Ins and sleeves                                                                               | Included     | Included              | Included        | Included   | Included               |                  |
| Irrigation Details per L301                                                                                  | Included     | Included              | Included        | Included   | Included               |                  |
| Misc                                                                                                         |              |                       |                 |            |                        |                  |
| Gravel Floor Covering at Elec Enclosure - 1/A0-1.3                                                           | 3,426        | 3,426                 | 3,426           | 3,426      | 3,426                  |                  |
| Gravel Pads at Curb Cuts in Parking Lot - 14/C02                                                             | 2,939        | 3,000                 | 3,000           | 3,000      | 3,000                  |                  |
| 2x2 Gravel 1-1.5" Dia x 4" Deep (4)                                                                          | In Above     | In Above              | In Above        | In Above   | In Above               |                  |
| DG - 2.5 Tons                                                                                                | Included     | 5,471                 | 6,000           | 6,000      | 6,000                  |                  |

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| Bid Evaluation Report                                          |              |                        |               |           | <b>L</b> ee  | RNARDS    |
|----------------------------------------------------------------|--------------|------------------------|---------------|-----------|--------------|-----------|
| Landscape & Irrigation                                         | Elm Street   | · Elementary           | School Recor  | struction | Job Number   | Elm       |
| Landolapo & Ingation                                           |              | _                      |               |           | Bid Date     | 12/7/2016 |
|                                                                |              | Subcont                | ractors       |           | Date Printed | 12/6/2016 |
| Description                                                    | Pierre Land. | Advanced Land.<br>2000 | Venco Western | Marina    | Dafau Land.  |           |
| Biofiltration Basins - 11/C02 (3)                              | 48,586       | 33,041                 | 41,000        | 41,000    | 41,000       |           |
| Vegetated Swale at Field - 15/C02 (Phase 2)                    | 6,416        | 11,452                 | 12,000        | 12,000    | 12,000       |           |
| Vegetated Swale at Field - SE Corner Not Identified on<br>C-07 | 9,999        | 18,120                 | 18,120        | 18,120    | 18,120       |           |
| 12" Stone Layer, 6" Pea Gravel, 3" Sand &<br>Geotextile Fabric | Included     | In Above               | In Above      | In Above  | In Above     |           |
| 90 Day Maintenance                                             | 17,790       | 18,000                 | 15,600        | 16,000    | 15,900       |           |
| (1) Year Warranty                                              | Included     | Included               | Included      | Included  | Included     |           |
| Spoils Removal                                                 | 2,275        | 3,000                  | 3,000         | 3,000     | 3,000        |           |
| Move-Ins (2)                                                   | Included     | Included               | 10,000        | Included  | Included     |           |
| OTALS                                                          | 428,292      | 363,185                | 369,596       | 466,546   | 396,906      | 0         |
| Recommendation:                                                | Amount       |                        |               |           |              |           |
| Advanced Land, 2000                                            | 363,185      | T                      |               |           |              |           |

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| Subcontractors           Description         Quality<br>Reinforcing         Vista Steel         Stantru           Base Bid         154,165         201,542         148,400           Spec #: 032000         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Prevailing Wage         Included         Included         Included         Included           Prevailing Wage         Included         Included         Included         Included           Prevailing Wage         Included         Included         Included         Included           Buildings 1-4         Included         Included         Included         Included           Rebar for Sortings         Included         Included         Included         Included           Rebar for Soltings         Included         Included         Included         Included                                                     | <b>Reconstruction</b> | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|------------------|
| Description         Reinforcing         Vista steel         Starting           Base Bid         154,165         201,542         148,400           Spec #: 032000         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Furnished, Installed, FOB Jobsite, Tax Included         Included         Included         Included           Prevailing Wage         Included         Included         Included         Included           Prevailing Wage         N/A         N/A         N/A         N/A           Prevailing Wage         Included         Included         Included         Included           Prevailing Wage         Included         Included         Included         Included           Prevailing Wage         N/A         N/A         N/A         N/A           Rebar         Included         Included         Included         Included           Buildings 1-4         Included         Included         Included <td< th=""><th></th><th>Date Printed</th><th>12/6/2016</th></td<> |                       | Date Printed           | 12/6/2016        |
| Spec #: 032000       Included       Included       Included         Furnished, Installed, FOB Jobsite, Tax Included       Included       Included       Included         Furnished, Installed, FOB Jobsite, Tax Included       Included       Included       Included         Plans and Specs Dated: 8/1/2016 & 4/22/2016       Included       Included       Included         Bid Good for 60 Days       30 Days       30 Days       30 Days         Prevailing Wage       Included       Included       Included         Prequalification per Bid Invite       N/A       N/A       N/A         N/A       N/A       N/A       N/A         N/A       N/A       N/A       N/A         Buildings 1-4       Included       Included       Included         Buildings 1-4       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Rebar for                                                                                                                                        | tru Rebar Eng.        |                        |                  |
| Spec #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 00 No Bid             |                        |                  |
| Spec #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ded                   |                        | +                |
| Furnished, Installed, FOB Jobsite, Tax Included       Included       Included       Included         Plans and Specs Dated: 8/1/2016       Included       Included       Included       Included         Acknowledgment of Addendum 1       Included       Included       Included       Included         Bid Good for 60 Days       30 Days       30 Days       30 Days       30 Days         Prevailing Wage       Included       Included       Included       Included         Prevailing Wage       Included       Included       Included         Prequalification per Bid Invite       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A         N/A       N/A       N/A       N/A       N/A         Buildings 1-4       Included       Included       Included       Included         Rebar for Footings       Included       Included       Included       Included         Rebar for Stati Footings       Included       Included       Included       <                                                                                                                             |                       |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016       Included       Included       Included         Acknowledgment of Addendum 1       Included       Included       Included         Bid Good for 60 Days       30 Days       30 Days       30 Days         Prevailing Wage       Included       Included       Included         Prevailing Wage       Included       Included       Included         Prevailing Cation per Bid Invite       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A         Rebar       Included       Included       Included         Buildings 1-4       Included       Included       Included         Rebar for Footings       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included         Rebar for Stair Footings       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Site Concrete Reinforcing       In CMU       In CMU       Included                                                                                                                             | · · · ·               |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016       Included       Included       Included         Acknowledgment of Addendum 1       Included       Included       Included         Bid Good for 60 Days       30 Days       30 Days       30 Days         Prevailing Wage       Included       Included       Included         Prevailing Wage       Included       Included       Included         Prevailing Cation per Bid Invite       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A         Rebar       Included       Included       Included         Buildings 1-4       Included       Included       Included         Rebar for Footings       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included         Rebar for Stair Footings       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Ste Concrete Reinforcing       In CMU       In CMU       Included                                                                                                                              | ded                   |                        |                  |
| Acknowledgment of Addendum 1       Included       Included       Included         Bid Good for 60 Days       30 Days       30 Days       30 Days         Prevailing Wage       Included       Included       Included         Prevailing Wage       Included       Included       Included         Prevailing Wage       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A         Rebar       Included       Included       Included         Buildings 1-4       Included       Included       Included         Rebar for Footings       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included         Rebar for Stair Footings       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Site Concrete Reinforcing       In CMU       In CMU       Included         Site Concrete Reinforcing       In CMU       In CMU       Included         Site Concrete Reinforcing       In CMU       In CMU       Included         Site Concrete Reinf                                                                                                                                        | ded                   | 1                      |                  |
| Prevailing Wage       Included       Included       Included         Prequalification per Bid Invite       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A         Rebar       Included       Included       Included         Buildings 1-4       Included       Included       Included         Rebar for Footings       Included       Included       Included         Rebar for Stair Footings       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included         Site Concrete Reinforcing       In CMU       In CMU       In CMU         Hoisting as Required       7,500       7,500       7,500         Allowance - 5 Tons/2% per 7/5303       12,000       11,347       14,900         Misc Site Work       11,750       11,750       11,750         Conc Pads for HVAC Equip - 16/5301       In Above       In Above       In Above                                                                                                                                                       | ded                   |                        | 1                |
| Prevailing Wage       Included       Included       Included         Prequalification per Bid Invite       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A         Rebar       Included       Included       Included         Buildings 1-4       Included       Included       Included         Rebar for Footings       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included         Rebar for Solings       Included       Included       Included         Rebar for Stair Footings       Included       Included       Included         Rebar for Stab on Grade       Included       Included       Included         Site Concrete Reinforcing       In Site Conc       In Site Conc       In Site Conc         Site CMU Wall Reinforcing       In CMU       In CMU       In CMU         Hoisting as Required       7,500       7,500       7,500       7,500                                                                                                                                |                       |                        |                  |
| Prequalification per Bid Invite       N/A       N/A       N/A       N/A         Attachment C Acknowledgement       N/A       N/A       N/A       N/A         Rebar       Included       Included       Included       Included         Buildings 1-4       Included       Included       Included       Included         Rebar for Footings       Included       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included       Included         Rebar for Spread Footings       Included       Included       Included       Included         Rebar for Stair Footings       Included       Included       Included       Included         Rebar for Slab on Grade       Included       Included       Included       Included         Site Concrete Reinforcing       In Site Conc       In Site Conc       In Site Conc       Site Conc         Site CMU Wall Reinforcing       In CMU       In CMU       In CMU       In CMU         Hoisting as Required       7,500       7,500       7,500         Allowance - 5 Tons/2% per 7/5303       12,000       11,347       14,900         Misc Site Work       11,750       11,750       11,750         C                                                                                                                                 | ded                   |                        |                  |
| RebarIncludedIncludedIncludedBuildings 1-4IncludedIncludedIncludedRebar for FootingsIncludedIncludedIncludedRebar for Spread FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Stab on GradeIncludedIncludedIncludedSite Concrete ReinforcingIn Site ConcIn Site ConcIn Site ConcSite CMU Wall ReinforcingIn CMUIn CMUIn CMUIn CMUHoisting as Required7,5007,5007,500Allowance - 5 Tons/2% per 7/S30312,00011,34714,900Misc Site Work11,75011,75011,75011,750Conc Pads for HVAC Equip - 16/S301In AboveIn AboveIn AboveIn AboveConc Base Under Rubber Play Surface atIn AboveIn AboveIn AboveIn Above                                                                                                                                                                                                                                                                                                                                                                                                                                                          | A                     |                        |                  |
| Buildings 1-4IncludedIncludedIncludedRebar for FootingsIncludedIncludedIncludedRebar for Spread FootingsIncludedIncludedIncludedRebar for Column FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Slab on GradeIncludedIncludedIncludedSite Concrete ReinforcingIn Site ConcIn Site ConcIn Site ConcSite CMU Wall ReinforcingIn CMUIn CMUIn CMUHoisting as Required7,5007,5007,500Allowance - 5 Tons/2% per 7/S30312,00011,34714,900Misc Site Work11,75011,75011,750Conc Pads for HVAC Equip - 16/S301In AboveIn AboveIn AboveConc Base Under Rubber Play Surface atIn AboveIn AboveIn Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | A                     |                        |                  |
| Rebar for FootingsIncludedIncludedIncludedRebar for Spread FootingsIncludedIncludedIncludedRebar for Column FootingsIncludedIncludedIncludedRebar for Column FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Slab on GradeIncludedIncludedIncludedSite Concrete ReinforcingIn CMUIn CMUIn CMUHoisting as Required7,5007,5007,500Allowance - 5 Tons/2% per 7/S30312,00011,34714,900Misc Site Work11,75011,75011,750Conc Pads for HVAC Equip - 16/S301In AboveIn AboveIn AboveConc Base Under Rubber Play Surface atIn AboveIn AboveIn Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ded                   |                        | -                |
| Rebar for Spread Footings         Included         Included         Included         Included           Rebar for Column Footings         Included         Included         Included         Included           Rebar for Stair Footings         Included         Included         Included         Included           Rebar for Stair Footings         Included         Included         Included         Included           Rebar for Sala Footings         Included         Included         Included         Included           Rebar for Slab on Grade         Included         Included         Included         Included           Site Concrete Reinforcing         In Site Conc         In Site Conc         In Site Conc         In Site Conc           Site CMU Wall Reinforcing         In CMU         In CMU         In CMU         In CMU           Hoisting as Required         7,500         7,500         7,500           Allowance - 5 Tons/2% per 7/S303         12,000         11,347         14,900           Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pads for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above                                            | ded                   |                        |                  |
| Rebar for Column FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Stair FootingsIncludedIncludedIncludedRebar for Stab on GradeIncludedIncludedIncludedSite Concrete ReinforcingIn Site ConcIn Site ConcIn Site ConcSite CMU Wall ReinforcingIn CMUIn CMUIn CMUHoisting as Required7,5007,5007,500Allowance - 5 Tons/2% per 7/530312,00011,34714,900Misc Site Work11,75011,75011,750Conc Pads for HVAC Equip - 16/5301In AboveIn AboveIn AboveConc Base Under Rubber Play Surface atIn AboveIn AboveIn Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | ded                   |                        |                  |
| Rebar for Stair Footings         Included         Included         Included         Included           Rebar for Pad Footings         Included         Included         Included         Included           Rebar for Stab on Grade         Included         Included         Included         Included           Site Concrete Reinforcing         In Site Conc         In Site Conc         In Site Conc         In Site Conc           Site CMU Wall Reinforcing         In CMU         In CMU         In CMU         In CMU           Hoisting as Required         7,500         7,500         7,500         7,500           Allowance - 5 Tons/2% per 7/5303         12,000         11,347         14,900           Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pads for Flec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                  | ded                   |                        |                  |
| Rebar for Pad FootingsIncludedIncludedIncludedRebar for Slab on GradeIncludedIncludedIncludedSite Concrete ReinforcingIn Site ConcIn Site ConcIn Site ConcSite CMU Wall ReinforcingIn CMUIn CMUIn CMUHoisting as Required7,5007,5007,500Allowance - 5 Tons/2% per 7/S30312,00011,34714,900Misc Site Work11,75011,75011,750Conc Pads for HVAC Equip - 16/S301In AboveIn AboveIn AboveConc Base Under Rubber Play Surface atIn AboveIn AboveIn Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ded                   |                        |                  |
| Rebar for Slab on GradeIncludedIncludedIncludedSite Concrete ReinforcingIn Site ConcIn Site ConcIn Site ConcSite CMU Wall ReinforcingIn CMUIn CMUIn CMUHoisting as Required7,5007,5007,500Allowance - 5 Tons/2% per 7/S30312,00011,34714,900Misc Site Work11,75011,75011,750Conc Pads for HVAC Equip - 16/S301In AboveIn AboveIn AboveConc Base Under Rubber Play Surface atIn AboveIn AboveIn Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | deđ                   |                        |                  |
| Site Concrete Reinforcing         In Site Conc         In Site Conc         In Site Conc           Site CMU Wall Reinforcing         In CMU         In CMU         In CMU         In CMU           Hoisting as Required         7,500         7,500         7,500         7,500           Allowance - 5 Tons/2% per 7/S303         12,000         11,347         14,900           Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pads for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ded                   |                        |                  |
| Site CMU Wall Reinforcing         In CMU         In CMU         In CMU           Hoisting as Required         7,500         7,500         7,500           Allowance - 5 Tons/2% per 7/5303         12,000         11,347         14,900           Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/5301         In Above         In Above         In Above           Conc Pad for Elec Equip at Elec Yard - 16/5301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ded                   |                        |                  |
| Hoisting as Required         7,500         7,500         7,500           Allowance - 5 Tons/2% per 7/5303         12,000         11,347         14,900           Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pad for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Conc                  |                        |                  |
| Allowance - 5 Tons/2% per 7/S303         12,000         11,347         14,900           Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pad for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | MU                    |                        |                  |
| Misc Site Work         11,750         11,750         11,750           Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pad for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 0                     |                        |                  |
| Conc Pads for HVAC Equip - 16/S301         In Above         In Above         In Above           Conc Pad for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 00 00                 |                        |                  |
| Conc Pad for Elec Equip at Elec Yard - 16/S301         In Above         In Above         In Above           Conc Base Under Rubber Play Surface at         In Above         In Above         In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 50                    |                        |                  |
| Conc Base Under Rubber Play Surface at In Above In Above In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ove                   |                        |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ove                   |                        |                  |
| Kindergarten per 7/A63.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ove                   |                        |                  |
| Fire Hydrant Bollards/Footings - 301/C04 In Above In Above In Above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ove                   |                        |                  |
| DTALS 185,415 232,139 182,550                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50 0                  | 0                      | 0                |

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| Building Concrete                                                                             | Elm Street                | Elementary | School Recor | nstruction | Job Number<br>Bid Date | Eim<br>12/7/2016 |
|-----------------------------------------------------------------------------------------------|---------------------------|------------|--------------|------------|------------------------|------------------|
|                                                                                               |                           | Subcont    | ractors      |            | Date Printed           | 12/6/2016        |
| Description                                                                                   | Santa Clarita<br>Concrete | JT Wimsatt |              |            |                        |                  |
| Base Bid                                                                                      | 988,000                   | 955,000    |              |            |                        |                  |
| Spec #: 031000, 033000-AD1                                                                    | Included                  | Included   |              |            |                        | ••••••           |
| Spec #:                                                                                       |                           |            |              |            |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                                               | Included                  | Included   |              |            |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                   | Included                  | Included   |              |            |                        |                  |
| Acknowledgment of Addendum 1                                                                  | Included                  | Included   |              |            |                        |                  |
| Bid Good for 60 Days                                                                          | 30 Days                   | 30 Days    |              |            | ······                 |                  |
| Prevailing Wage                                                                               | Included                  | Included   |              |            |                        |                  |
| Prequalification per Bld Invite                                                               | N/A                       | N/A        |              |            | (                      |                  |
| Attachment C Acknowledgement                                                                  | N/A                       | N/A        |              |            |                        |                  |
| Structural Concrete                                                                           | Included                  | Included   |              |            |                        |                  |
| Base - 2" Sand Fill over Vapor Barrier                                                        | Included                  | Included   |              |            |                        |                  |
| 15 mil. Vapor Barrier by Stego Ind.                                                           | Included                  | Included   |              |            | 1                      |                  |
| Bentonite Water Stop at Ext Wall Curbs - 1/A61.3                                              | Included                  | Included   |              |            |                        | 1                |
| Install Anchor/Sill Bolts for Wood Framing per Wall<br>Faming Details - A-61.3                | Included                  | Included   |              |            |                        |                  |
| Bidg 1 - Classroom (S-111 to 13)                                                              | Included                  | Included   |              |            |                        |                  |
| Spread Footings per Schedule on Foundation Pages<br>S-111, 121, 131, 141 (W-1 to W-6)         | Included                  | Included   |              |            |                        |                  |
| Column Footings (F-2 & F-3) - 10/S302                                                         | Included                  | Included   |              |            |                        |                  |
| 5" SOG - 3&4/5301                                                                             | Included                  | Included   |              |            |                        |                  |
| 24" Conc Footing at Stair 1 per Note on S111                                                  | Included                  | Included   |              |            |                        |                  |
| 10'x10'x2' Deep Footing at Exterior Stairs on Grade<br>per Note on S111                       | Included                  | Included   |              |            |                        |                  |
| 10'x10'x2' Deep Footing at Elevator Pit per S-111                                             | Included                  | Included   |              |            |                        |                  |
| 1-6" W x 1'-6" D Continuous Footing Between Ext.<br>Column Footings - 8/5303                  | Included                  | Included   |              |            |                        |                  |
| 2' D Footing by Width as Shown on S111 at<br>Classrooms                                       | Included                  | Included   |              |            |                        |                  |
| Elevator Pit per 13/S301                                                                      | Included                  | Included   |              |            |                        |                  |
| Lt Wt Concrete Fill at Balconies on 2nd Floor of<br>Classroom Bldg - 3/A63.4                  | 60,000                    | 56,000     |              |            |                        |                  |
| Concrete Fill at Pan Filled Metal Stair Treads and<br>Landings w/ W4x4 Reinforcing - 2&6/S801 | Included                  | 18,000     |              |            |                        |                  |
| Balco Stair Strips AB-2 per 6/A1-45.3                                                         | 3,250                     | 3,250      |              |            |                        |                  |
| Bldg 2-4                                                                                      | Included                  | Included   |              |            |                        |                  |
| Spread Footings per Schedule on Foundation Pages                                              | Included                  | Included   |              |            |                        |                  |

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| Building Concrete                                                                       | Elm Street                | Elementary S   |                                        | onstruction                           | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|-----------------------------------------------------------------------------------------|---------------------------|----------------|----------------------------------------|---------------------------------------|------------------------|------------------|
|                                                                                         |                           | Subcontra      | actors                                 |                                       | Date Printed           | 12/6/2016        |
| Description                                                                             | Santa Clarita<br>Concrete | JT Wimsatt     |                                        |                                       |                        |                  |
| 5" SOG - 3&4/S301                                                                       | Included                  | Included       |                                        |                                       |                        |                  |
| 11' Deep x 20" Dia Concrete Footing for HSS Column<br>at MPR Bidg 2 per 14/S303 (5)     | Included                  | Included       |                                        |                                       |                        |                  |
| 11' Deep x 20" Dia Concrete Footing for HSS Column<br>at Admin Bldg 3 per 14/S303 (4)   | Included                  | Included       |                                        |                                       |                        |                  |
| 11' Deep x 20" Dia Concrete Footing for HSS Column<br>at Kinder Bldg 4 per 14/S303 (10) | Included                  | Included       |                                        |                                       |                        |                  |
| 4" Conc Curb at Locker Alcove at MPR Bldg per<br>6/A64.4                                | 450                       | 450            |                                        |                                       |                        |                  |
| Dewatering as Required                                                                  | See Allowances            | See Allowances |                                        |                                       |                        |                  |
| Setting Anchor Bolt Templates                                                           | Included                  | Included       |                                        |                                       |                        |                  |
| Curing and Sealing Compounds per Specs as Required                                      | Included                  | Included       |                                        |                                       |                        |                  |
| Wash Out Bins                                                                           | Included                  | Included       |                                        |                                       |                        |                  |
|                                                                                         |                           |                |                                        | · · · · · · · · · · · · · · · · · · · |                        |                  |
| OTALS                                                                                   | 1,051,700                 | 1,032,700      | 0                                      | 0                                     | 0                      | 0                |
| Recommendation:                                                                         | Amount                    |                | ······································ | 1                                     | 5                      | 1                |
| JT Wimsatt                                                                              | 1,032,700                 |                |                                        |                                       |                        |                  |

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| Lightweight Concrete                                                                                                                                                               | Elm Street  | Elementary                            | Cabool Dog                                                                                                      | onstruction | Job Number   | Elm                                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------|--------------|--------------------------------------|--|
| Lightweight Concrete                                                                                                                                                               | cini Street | -                                     |                                                                                                                 | onsciuccion | Bid Date     | 12/7/2016                            |  |
|                                                                                                                                                                                    | ·           | Subcont                               | ractors                                                                                                         |             | Date Printed | 12/6/2016                            |  |
| Description                                                                                                                                                                        | Insul-Flow  | JT Whimsatt                           | Cell-Crete                                                                                                      |             |              |                                      |  |
| Base Bid                                                                                                                                                                           | 43,195      | 80,000                                | No Bid                                                                                                          |             |              |                                      |  |
| Spec #: N/A                                                                                                                                                                        | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| Spec #:                                                                                                                                                                            | · · · ·     | · · · · · · · · · · · · · · · · · · · |                                                                                                                 |             |              |                                      |  |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                                                                                    | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                                                                                        | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| Acknowledgment of Addendum 1                                                                                                                                                       | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| Bid Good for 60 Days                                                                                                                                                               | Included    | 30 Days                               |                                                                                                                 |             |              |                                      |  |
| Prevailing Wage                                                                                                                                                                    | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| Prequalification per Bid Invite                                                                                                                                                    | N/A         | N/A                                   |                                                                                                                 |             |              |                                      |  |
| Attachment C Acknowledgement                                                                                                                                                       | N/A         | N/A                                   |                                                                                                                 |             |              |                                      |  |
| Lt. Weight Concrete                                                                                                                                                                | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| 1-1/2" Lt Weight Concrete over Enkasonic Sound<br>Mat on 2nd Floor of Classroom Building 1 - 16/S601<br>& 13&15/S612 & 8/A60.1<br>Lt Wt Concrete Fill at Balconies on 2nd Floor of | Included    | Included                              |                                                                                                                 |             |              |                                      |  |
| Classroom Bidg - 3/A63.4<br>Lt Wt Concrete Fill at Pan Filled Metal Stair Treads                                                                                                   | In Concrete | In Concrete                           |                                                                                                                 |             |              |                                      |  |
| and Landings w/ W4x4 Reinforcing - 2&6/S801                                                                                                                                        | In Concrete | In Concrete                           |                                                                                                                 |             |              |                                      |  |
| Balco Stair Strips AB-2 per 6/A1-45.3                                                                                                                                              | In Concrete | In Concrete                           |                                                                                                                 |             |              |                                      |  |
|                                                                                                                                                                                    |             |                                       |                                                                                                                 |             |              |                                      |  |
|                                                                                                                                                                                    |             |                                       |                                                                                                                 |             |              |                                      |  |
|                                                                                                                                                                                    |             |                                       | aling and a second s |             |              |                                      |  |
|                                                                                                                                                                                    |             |                                       |                                                                                                                 |             |              |                                      |  |
|                                                                                                                                                                                    |             |                                       |                                                                                                                 |             |              |                                      |  |
| OTALS                                                                                                                                                                              | 43,195      | 80,000                                | 0                                                                                                               | 0           | ٥            | 0                                    |  |
| Recommendation:                                                                                                                                                                    | Amount      | <u>i</u>                              |                                                                                                                 |             | 1            |                                      |  |
| Insul-Flow                                                                                                                                                                         | 43,195      |                                       |                                                                                                                 |             |              | سندته محمد فتلو مستو معود كه ومستعدة |  |

| Masonry                                                                  | Elm Street              | Elementary          | School Reco | nstruction   | Job Number<br>Bid Date | Elm<br>12/7/2016                       |
|--------------------------------------------------------------------------|-------------------------|---------------------|-------------|--------------|------------------------|----------------------------------------|
|                                                                          |                         | Subcont             |             | Date Printed | 12/6/2016              |                                        |
| Description                                                              | Loyd Tonsing<br>Masonry | Skidmore<br>Masonry |             |              |                        |                                        |
| Base Bid                                                                 | 35,910                  | 39,697              |             | ······       |                        |                                        |
| Spec #: 042000                                                           | Included                | Included            |             |              |                        |                                        |
| Spec #:                                                                  |                         |                     |             |              |                        |                                        |
| Furnished, Installed, FOB Jobsite, Tax Included                          | Included                | Included            |             |              |                        |                                        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                              | Included                | Included            |             |              |                        |                                        |
| Acknowledgment of Addendum 1                                             | included                | Included            |             |              |                        |                                        |
| Bid Good for 60 Days                                                     | 45 Days                 | 30 Days             |             |              |                        |                                        |
| Prevailing Wage                                                          | Included                | Included            |             |              |                        |                                        |
| Pregualification per Bid Invite                                          | N/A                     | N/A                 |             |              |                        |                                        |
| Attachment C Acknowledgement                                             | N/A                     | N/A                 |             |              |                        |                                        |
| Site Masonry                                                             |                         |                     |             |              |                        | ······································ |
| MFR - Basalite, Crystalline or Orco                                      | Included                | Included            |             |              |                        |                                        |
| 8x8x16 Grey Precision                                                    | Included                | Included            |             |              |                        |                                        |
| 8' High 8" CMU Walis at Electrical Enclosure per 1/A0<br>1.3 & 9&10/S303 | Included                | Included            |             |              |                        |                                        |
| Grouting as Required                                                     | Included                | Included            |             |              |                        |                                        |
| Furnish & Install Rebar for All CMU Site Walls                           | 3,500                   | Included            |             |              |                        |                                        |
| Scaffolding as Required                                                  | Included                | Included            |             |              |                        |                                        |
| Washout Bins                                                             | 850                     | Included            |             |              |                        |                                        |
| Mock-Up                                                                  | 2,500                   | 2,500               |             |              |                        |                                        |
| Precast Column Covers - 4/A64.4                                          | 36,847                  | 36,847              |             |              |                        |                                        |
| Bldg 1 - (22)                                                            | In Above                | In Above            |             |              |                        |                                        |
| Bidg 2 - (5)                                                             | In Above                | In Above            |             |              |                        |                                        |
| Bidg 3 - (4)                                                             | In Above                | In Above            |             |              |                        |                                        |
| Bidg 4 - (10)                                                            | In Above                | In Above            |             |              |                        |                                        |
|                                                                          |                         |                     |             |              |                        | · · · · · · · · · · · · · · · · · · ·  |
| DTALS                                                                    | 79,607                  | 79,044              | 0           | 0            | 0                      | 0                                      |
| lecommendation:                                                          | Amount                  |                     |             |              |                        |                                        |
| Skidmore Masonry                                                         | 79,044                  |                     |             |              |                        |                                        |

| Structural Steel                                                                                        | Elm Street           | Elementary 9          | School Rec | onstruction | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|---------------------------------------------------------------------------------------------------------|----------------------|-----------------------|------------|-------------|------------------------|------------------|
|                                                                                                         |                      | Subconti              | ractors    |             | Date Printed           | 12/6/2016        |
| Description                                                                                             | Ironman, Inc         | Golden State<br>Steel |            |             |                        |                  |
| Base Bid                                                                                                | 481,000              | 475,480               |            |             |                        |                  |
| Spec #: 051200, 055000, 055100, 055213                                                                  | Included             | Included              |            |             |                        |                  |
| Spec #:                                                                                                 |                      |                       |            |             |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                                                         | Included             | Included              |            |             | ······                 |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                             | Included             | Included              |            |             |                        |                  |
| Acknowledgment of Addendum 1                                                                            | Included             | Included              |            |             |                        |                  |
| Bid Good for 60 Days                                                                                    | 14 Days              | 30 Days               |            |             |                        |                  |
| Prevailing Wage                                                                                         | Included             | Included              |            |             |                        |                  |
| Prequalification per Bid Invite                                                                         | N/A                  | N/A                   |            |             |                        |                  |
| Attachment C Acknowledgement                                                                            | N/A                  | N/A                   |            |             |                        |                  |
| Structural Steel                                                                                        | Included             | Included              |            |             |                        |                  |
| Contractor to Pay for Inspector Travel Expenses if<br>Fabricator is outside of 25 Miles of Project Site | TBD                  | TBD                   | ····       |             | ·· · · · ···           |                  |
| Bidg 1 - Classroom                                                                                      | Included             | Included              |            |             |                        |                  |
| HSS Steel Columns on First & Second Levels - 4x4,<br>5x5 & 6x6                                          | Included             | Included              |            |             |                        |                  |
| HSS Beams at Elevator - 4/S501                                                                          | Included             | included              |            |             |                        |                  |
| "C" Channel Framing at Elevator - S111                                                                  | Included             | Included              |            |             |                        |                  |
| Pipe Columns at Roof Hip Beams - 19/S602                                                                | Included             | Included              |            |             |                        |                  |
| "W" Steel Beams at Elevator - S113 & 2/S501                                                             | Included             | Included              |            |             |                        |                  |
| Bidg 2 - MPR                                                                                            |                      | Included              |            |             |                        |                  |
| HSS 6x6 Steel Columns per 14/S303 (5)                                                                   | Included             | Included              |            |             |                        |                  |
| 1-1/2" Dia Pipe at Ea End of Parapet Screen Walls<br>and MC10x25 per 19A/S613                           | Included             | 2,850                 |            |             |                        |                  |
| Bldg 3 - Admin                                                                                          | Included             | Included              |            |             |                        |                  |
| HSS 6x6 Steel Columns per 14/S303 (4)                                                                   | Included             | Included              |            |             |                        |                  |
| 1-1/2" Dia Pipe at Ea End of Parapet Screen Walls<br>and MC10x25 per 19A/S613                           | Included             | 2,850                 |            |             |                        |                  |
| Bidg 4 - Kindergarten                                                                                   | Included             | Included              |            |             |                        |                  |
| HSS 6x6 Steel Columns per 14/S303 (10)                                                                  | Included             | Included              |            |             |                        |                  |
| Pipe Column at Roof Hip Beams - 19/S602 (1)                                                             | Included             | Included              |            |             |                        |                  |
| Safety Cable Railing as Required                                                                        | 6,500                | 6,500                 |            |             |                        |                  |
| FOB Anchor Bolts/ Templates for Own Work                                                                | Included             | Included              |            |             |                        |                  |
| FOB Embeds, Weld Plates, etc. for Own Work                                                              | Included             | Included              |            |             |                        |                  |
| Hoisting for All Work                                                                                   | Included             | Included              |            |             | 1                      |                  |
| Steel Stairs<br>Shop Primed and Painted                                                                 | Included<br>Included | Included<br>Included  |            |             | 1                      |                  |

| Structural Steel                                                           | Elm Street   | Elementary            | School Rec | onstruction                            | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|----------------------------------------------------------------------------|--------------|-----------------------|------------|----------------------------------------|------------------------|------------------|
|                                                                            |              | Subcon                | tractors   | ······································ | Date Printed           | 12/6/2016        |
| Description                                                                | Ironman, Inc | Golden State<br>Steel |            |                                        |                        |                  |
| Stairs 1+3 at Classroom Bldg 1 - S114 & S801                               | Included     | Included              | -          |                                        | 5<br>                  | <u></u>          |
| Stair 1 - A1-45.4                                                          | Included     | Included              |            |                                        |                        |                  |
| Stair 2 - A1-45.2                                                          | Included     | Included              | ¢          |                                        | }                      |                  |
| Stair 3 - A1-45.3                                                          | Included     | Included              |            |                                        | 1                      |                  |
| Steel Stairs (Pan Filled Concrete)                                         | Included     | Included              |            |                                        |                        |                  |
| HSS, MC, C Stringers, L Brackets and Metal Pan<br>Landings                 | Included     | Included              |            |                                        |                        | A                |
| Conc Nosing at Stairs - 6/A1-45.3                                          | 2,500        | 2,500                 |            |                                        |                        |                  |
| Stair Railings and Guardrails                                              | Included     | Included              |            |                                        |                        |                  |
| Railings & Guardrails                                                      | Included     | Included              |            |                                        |                        |                  |
| Bidg 1 - Classroom - A1-45.1, 2 & 3                                        | Included     | Included              |            |                                        |                        |                  |
| Stair Railings and Guardrails                                              | Included     | Included              |            |                                        |                        |                  |
| 1-1/2" Handrall Both Sides - A63.2                                         | Included     | Included              |            |                                        |                        |                  |
| Guardrali at Midlandings - A63.2                                           | Included     | Included              |            |                                        |                        |                  |
| Guardrail at Top of Stairs - A63.2                                         | Included     | Included              |            |                                        |                        |                  |
| Stair 1 - A1-45.1                                                          | Included     | Included              |            |                                        |                        |                  |
| Stair 2 - A1-45.2                                                          | Included     | Included              |            |                                        |                        |                  |
| Stair 3 - A1-45.3                                                          | Included     | Included              |            |                                        |                        |                  |
| Guardrails at 2nd Floor Walkways - A1-11.2                                 | Included     | Included              |            |                                        |                        |                  |
| Elevations - 12/A63.2                                                      | Included     | Included              |            |                                        |                        |                  |
| Bldg 2 - MPR                                                               | Included     | Included              |            |                                        |                        |                  |
| Roof Guardrail -16/A63.1                                                   | Included     | Included              |            |                                        |                        |                  |
| 1" & 1-1/2" Dia Galv. Tube Steel                                           | Included     | Included              |            |                                        |                        |                  |
| Site                                                                       | Included     | Included              |            |                                        |                        |                  |
| Steel Bollards at Fire Hydrants - 301/C04                                  | 4,800        | 4,800                 |            |                                        |                        |                  |
| Metal Gates are Site Elec Yard - 4/A0-1.3                                  | Included     | Included              |            |                                        |                        |                  |
| 6'-8"Wx8'H Gate (1)                                                        | Included     | Included              |            |                                        |                        |                  |
| 10'Wx8'H Gate (1)                                                          | Included     | Included              |            |                                        |                        |                  |
| HSS Posts, 22 GA Corrugated Panels, Hinges, Cane<br>Bolts and Embed Plates | Included     | Included              |            |                                        |                        |                  |
| Misc. Metal                                                                | Included     | Included              |            |                                        |                        |                  |
| L2x2 Bracket for Countertops in Bldg 3 Admin                               | Included     | Included              |            |                                        |                        |                  |
| Rms 3-121 & 3-122 - 8/A64.3                                                | Included     | Included              |            |                                        |                        |                  |
| Ridge Connection Plates per 12/5612                                        | Included     | 4,200                 |            |                                        |                        |                  |
| Drinking Fountain Cane Rails per 11/Gen-5 (2)                              | 900          | Included              |            |                                        |                        |                  |
| Drinking Fountain Cane Rails per 6/Gen-4 (1)                               | 450          | Included              |            |                                        |                        |                  |
| Bldg 3 - 12GA Bent Plates at 8" OC at Wall Popout -<br>13/A64.2            | 4,500        | 4,500                 |            |                                        |                        |                  |
| Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)                           | 750          | Included              |            |                                        |                        |                  |

| Structural Steel                                                                                                        | Fim Street   | Elementary            | Job Number | Elm         |              |           |
|-------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|------------|-------------|--------------|-----------|
| Structural Steel                                                                                                        | Enn Stieet   |                       |            | onstruction | Bid Date     | 12/7/2016 |
|                                                                                                                         |              | Subcont               | ractors    |             | Date Printed | 12/6/2016 |
| Description                                                                                                             | Ironman, Inc | Golden State<br>Steel | .њ.        |             |              |           |
| Elevator Sill Angle & Threshold                                                                                         | Included     | 1,200                 |            |             |              |           |
| Roof Access Ladders - 2/A64.4                                                                                           | Included     | Included              |            |             |              |           |
| Bidg 1 - Classroom (1)                                                                                                  | Included     | Included              |            |             |              |           |
| Bidg 2 - MPR (1)                                                                                                        | Included     | Included              |            |             |              |           |
| Bidg 3 - Admin (1)                                                                                                      | Included     | Included              |            |             |              |           |
| Fixed Sun Screens                                                                                                       | Included     | Included              |            |             |              |           |
| HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at<br>each Side of Kickers at Window Shades - 20/S602,<br>A64.5, A64.6 | Included     | Included              |            |             |              |           |
| Bldg 1 - Classroom (8)                                                                                                  | Included     | Included              |            | 1           |              |           |
| Bidg 2 - MPR (6)                                                                                                        | Included     | Included              |            |             |              |           |
| Bldg 3 - Admin (2)                                                                                                      | Included     | Included              |            |             |              |           |
| Bidg 4 - Kindergarten (2)                                                                                               | Included     | Included              |            |             |              |           |
|                                                                                                                         |              |                       |            |             | ······       |           |
| OTALS                                                                                                                   | 501,400      | 504,880               | 0          | 0           | 0            | 0         |
| Recommendation:                                                                                                         | Amount       |                       |            | <u> </u>    | [            |           |
| Ironman, Inc                                                                                                            | 501,400      |                       |            |             |              |           |

| Rough Carpentry                                                                              | Elm Stree      | t Elementary    | Job Number<br>Bid Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Elm<br>12/7/2016                      |                       |                                         |
|----------------------------------------------------------------------------------------------|----------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------|-----------------------------------------|
|                                                                                              | Subcontractors |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       | 12/6/2016                               |
| Description                                                                                  | WS Klem        | Abdellatif Ent. | JF Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Base Bid                                                                                     | 2,903,000      | 2,895,000       | Incomplete                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                       | · · · · · ·                             |
| Spec #: 061000, 061800, 061810, 065000, 066000                                               | Included       | Included        | · · · · · · · · · · · · · · · · · · ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | · · · · · · · · · · · · · · · · · · · |                       |                                         |
| Spec #: 067000, 097733, 107113.43                                                            | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Furnished, Installed, FOB Jobsite, Tax Included                                              | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                  | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       | and the second second |                                         |
| Acknowledgment of Addendum 1                                                                 | Included       | Included        | the second second second second                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Bid Good for 60 Days                                                                         | 30 Days        | 30 Days         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Prevailing Wage                                                                              | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Prequalification per Bid Invite                                                              | N/A            | N/A             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Attachment C Acknowledgement                                                                 | N/A            | N/A             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Rough Framing                                                                                | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Wall Schedule per A61.1                                                                      | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Plywood Sheathing as Shown on Wall Types                                                     | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| MFR - Standard Structures                                                                    | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Glu-Laminated Beams & Struc Eng. Beams                                                       | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       | ······                                  |
| MFR - RedBuilt Drawings 1-5                                                                  | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Open Web Trusses, I-Joists, LVL                                                              | Inciuded       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       | ······                                  |
| Simpson HDW as Scheduled                                                                     | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Supply Anchor/Sill Bolts for Wood Framing per Wall<br>Faming Details - A-61.3                | 61,173         | 62,000          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Hold Down Schedule (A-H4)                                                                    | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Shear Wall Panels per 2/S621                                                                 | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       | ••••••••••••••••••••••••••••••••••••••  |
| Mechanical Platforms at Roof on Bldg 2 & 3 - 8/S502                                          | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Wall Framing - 2x4, 2x6, 2x8                                                                 | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Wood Backing for All Wall Items - Millwork, TV's,<br>Marker/Tackboards, Handrails, B-RM Acc. | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       | *************************************** |
| Plywood Backboards - Electrical / Low Voltage                                                | 1,250          | 1,250           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Wood Nailers at Roof Parapet Coping - 7/A63.1                                                | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Storage of Lumber and Delivery to Site                                                       | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Safety Railing as Required at Bldg 1 2nd Floor                                               | 3,200          | 3,200           | and the Constant of the Consta | 111710-1414-141-141-1-1414-1-17-1     |                       |                                         |
| Bldg 1 - Classroom                                                                           | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Plywood Floor Sheathing - 18/S622                                                            | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| Plywood Roof Sheathing - 18/5622                                                             | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       |                       |                                         |
| 1/2" Plywood at Exterior Walls per Struc Walls and<br>Ext. Walls as Shown on A61.1           | Included       | Included        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                       | 1                     |                                         |

| Rough Carpentry                                                                    | Elm Stree | t Elementary    | Job Number<br>Bid Date | Elm<br>12/7/2016<br>12/6/2016         |                                          |                                       |
|------------------------------------------------------------------------------------|-----------|-----------------|------------------------|---------------------------------------|------------------------------------------|---------------------------------------|
|                                                                                    |           | Subcon          | Date Printed           |                                       |                                          |                                       |
| Description                                                                        | WS Klem   | Abdellatif Ent. | JF Construction        |                                       |                                          |                                       |
| Flooring & Roof Joists per Schedule on Framing Plans                               | Included  | Included        |                        | · · · · · · · · · · · · · · · · · · · | · · · · · · · · · · · · · · · · · · ·    |                                       |
| per Building 1-4                                                                   |           |                 |                        |                                       |                                          |                                       |
| 1/2" Plywood at Plaster Pilasters - 4/A64.4                                        | Included  | Included        |                        |                                       |                                          | · · · · · · · · · · · · · · · · · · · |
| T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A1-11.5       | Included  | Included        |                        |                                       |                                          |                                       |
| Hardle Board Fascia per Wall Sections on A1-32.1<br>through A1-32.6                | Included  | Included        |                        |                                       |                                          |                                       |
| Install Pipe Columns at Roof Hip Beams - 5&19/S602<br>(3)                          | 0         | 0               |                        |                                       |                                          |                                       |
| Bidg 2 - MPR                                                                       | Included  | Included        |                        |                                       |                                          |                                       |
| Plywood Roof Sheathing - 18/S622                                                   | Included  | Included        |                        |                                       |                                          |                                       |
| 1/2" Plywood at Exterior Walls per Struc Walls and<br>Ext. Walls as Shown on A61.1 | Included  | Included        |                        |                                       |                                          |                                       |
| Kitchen Ceiling Joists - 5701 & 3/A2-41.1                                          | Included  | Included        |                        |                                       |                                          |                                       |
| Roof Joists per Schedule on Framing Plans per<br>Building 1-4                      | Included  | Included        |                        |                                       |                                          |                                       |
| 2x Furring Strips at Tetcum Panel Ceiling at<br>Presentation/Serving Area Rm 105   | In ACT    | In ACT          |                        |                                       |                                          |                                       |
| 1/2" Plywood at Plaster Pilasters - 4/A64.4                                        | Included  | Included        |                        |                                       |                                          |                                       |
| 2x6 Framing and Plywood Sheathing at Parapet<br>Screen Wall - 19A/S613 & 11/A64.2  | Included  | Included        |                        |                                       |                                          |                                       |
| 1x8 Wood Board at Coat Hooks on 1st and 2nd<br>Floors - 14/A64.4                   | 5,304     | 5,304           |                        |                                       |                                          | ·                                     |
| Roof Crickets per A2-11.2 &S-122                                                   | Included  | 12,000          |                        |                                       |                                          |                                       |
| Bidg 3 - Admin                                                                     | Included  | Included        |                        |                                       |                                          |                                       |
| Plywood Roof Sheathing - 18/5622                                                   | Included  | Included        |                        |                                       |                                          |                                       |
| 1/2" Plywood at Exterior Walls per Struc Walls and<br>Ext. Walls as Shown on A61.1 | Included  | Included        |                        |                                       |                                          |                                       |
| Roof Joists per Schedule on Framing Plans per<br>Building 1-4                      | Included  | Included        |                        |                                       |                                          |                                       |
| Simpson Strong Walls - SWS B1 & B2                                                 | Included  | Included        |                        |                                       |                                          |                                       |
| 1/2" Plywood at Plaster Plasters - 4/A64.4                                         | Included  | Included        |                        |                                       |                                          |                                       |
| 2x6 Framing and Plywood Sheathing at Parapet<br>Screen Wall - 19A/S613 & 11/A64.2  | Included  | Included        |                        |                                       |                                          |                                       |
| Roof Crickets per A3-11.2 & S-132                                                  | Included  | 7,200           |                        |                                       | n an |                                       |
| Bldg 4 - Kindergarten                                                              | Included  | Included        |                        |                                       | ć                                        |                                       |
| Plywood Roof Sheathing - 18/S622                                                   | Included  | Included        |                        |                                       |                                          |                                       |
| 1/2" Plywood at Exterior Walls per Struc Walls and<br>Ext. Walls as Shown on A61.1 | Included  | Included        |                        |                                       |                                          |                                       |
| Roof Joists per Schedule on Framing Plans per<br>Building 1-4                      | Included  | Included        |                        |                                       |                                          |                                       |
| 1/2" Plywood at Plaster Pilasters - 4/A64.4                                        | Included  | Included        |                        | 1                                     |                                          |                                       |

| Rough Carpentry                                                                 | Elm Street | Elementary      | Job Number<br>Bid Date<br>Date Printed | Elm<br>12/7/2016<br>12/6/2016                           |   |   |
|---------------------------------------------------------------------------------|------------|-----------------|----------------------------------------|---------------------------------------------------------|---|---|
|                                                                                 |            | Subcon          |                                        |                                                         |   |   |
| Description                                                                     | WS Klem    | Abdellatif Ent. | JF Construction                        | nije i sloven se postajne<br>Vrazi i sloven se postajne |   |   |
| T1-11 Siding at Underside of Roof Overhang per<br>2.1/A60.1, 15/A64.2 & A4-11.3 | Included   | Included        |                                        | <b>6</b>                                                |   |   |
| Hardie Board Fascia per Wall Sections on A1-32.1<br>through A4-32.4             | Included   | Included        |                                        | :                                                       |   |   |
| Install Pipe Column at Roof Hip Beams - 5&19/S602<br>(1)                        | 650        | 650             |                                        |                                                         |   |   |
| Fixed Sun Screens                                                               | Included   | Included        | <u> </u>                               |                                                         |   |   |
| Fire Treated Lumber                                                             | Included   | Included        |                                        |                                                         |   |   |
| Window Shades per 20/S602 & A64.5 & A64.6                                       | Included   | Included        |                                        |                                                         |   |   |
| 4x4 & 4x6 Beams                                                                 | Included   | Included        |                                        |                                                         |   |   |
| 3x3 @ 8" OC                                                                     | Included   | Included        |                                        |                                                         |   |   |
| 4x4 Kickers w/ 3/8" Steel Plate & 6x15" Plate at<br>each Side of Kicker         | Included   | Included        |                                        |                                                         |   |   |
| 4x6 & 4x10 Blocking per 3/S601                                                  | Included   | Included        |                                        |                                                         |   |   |
| Entrance Canopies per 17/S602 & A64.5 & A64.6                                   | Included   | Included        |                                        |                                                         |   |   |
| 4x10 & 6x10 Beams                                                               | Included   | Included        |                                        |                                                         |   |   |
| 3x3 @ 8" OC                                                                     | Included   | Included        |                                        |                                                         |   |   |
| Simpson Hardware                                                                | Included   | Included        |                                        |                                                         |   |   |
| 4x Blocking                                                                     | Included   | Included        |                                        |                                                         |   |   |
| Bidg 1 - Classroom                                                              | Included   | Included        |                                        |                                                         |   |   |
| Window Shades (8)                                                               | Included   | Included        |                                        |                                                         |   |   |
| Bldg Z - MPR                                                                    | Included   | Included        |                                        |                                                         |   |   |
| Window Shades (6)                                                               | Included   | Included        |                                        |                                                         |   |   |
| Entrance Canopies (1)                                                           | Included   | Included        |                                        |                                                         |   |   |
| Bldg 3 - Admin                                                                  | Included   | Included        |                                        |                                                         |   |   |
| Window Shades (2)                                                               | Included   | Included        |                                        |                                                         |   |   |
| Entrance Canopies (2)                                                           | Included   | Included        |                                        |                                                         |   |   |
| Bldg 4 - Kindergarten                                                           | Included   | Included        |                                        | ·····                                                   |   |   |
| Window Shades (2)                                                               | Included   | Included        |                                        | 1                                                       |   |   |
| FRP Panels - Miller Paneling                                                    | 10,400     | 10,400          |                                        |                                                         |   |   |
| MFR - Glasteel, Kemlite, Lasco, Marlite, Nudo                                   | Included   | Included        |                                        |                                                         |   |   |
| Janitors Closets (Not Shown)                                                    | Included   | Included        |                                        |                                                         |   |   |
| Bldg 1 - Janitors Closets - 104, 112, 204                                       | Included   | Included        |                                        |                                                         |   |   |
| Bidg 4 - Janitors Closet - 114                                                  | Included   | Included        |                                        |                                                         |   |   |
|                                                                                 |            |                 |                                        |                                                         |   |   |
| DTALS                                                                           | 2,984,977  | 2,997,004       | 0                                      | 0                                                       | 0 | 0 |
| Recommendation:                                                                 | Amount     |                 |                                        |                                                         |   |   |
| WS Klem                                                                         | 2,984,977  | ·······         |                                        |                                                         |   |   |

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| Cabinets / Millwork                             | Elm Street | Job Number<br>Bid Date<br>Date Printed | Elm<br>12/7/2016<br>12/6/2016 |              |   |          |
|-------------------------------------------------|------------|----------------------------------------|-------------------------------|--------------|---|----------|
| Description                                     |            |                                        |                               |              |   |          |
|                                                 | Stolo Cab. | Fremont<br>Millwork                    | Dennis Reeves                 | ICI Millwork |   |          |
| Base Bid                                        | 67,190     | 68,530                                 | 62,974                        | 62,042       |   |          |
| Spec #: 062000, 064100, 123600                  | Included   | Included                               | Included                      | Included     |   |          |
| Spec #:                                         |            |                                        |                               |              |   |          |
|                                                 |            |                                        |                               |              |   |          |
| Furnished, Installed, FOB Jobsite, Tax Included | Included   | Included                               | Included                      | Included     |   |          |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016     | Included   | Included                               | Included                      | Included     |   |          |
| Acknowledgment of Addendum 1                    | Included   | Included                               | Included                      | Included     |   |          |
| Bid Good for 60 Days                            | 45 Days    | 30 Days                                | 30 Days                       | 90 Days      |   |          |
| Prevailing Wage                                 | Included   | Included                               | Included                      | Included     |   |          |
| Prequalification per Bid Invite                 | N/A        | N/A                                    | N/A                           | N/A          |   |          |
| Attachment C Acknowledgement                    | N/A        | N/A                                    | N/A                           | N/A          |   |          |
| Millwork                                        |            |                                        |                               |              |   |          |
| Lower Cabinets with Hardware                    | Included   | Included                               | Included                      | Included     |   |          |
| Plastic Laminate Finish                         | Included   | Included                               | Included                      | Included     |   |          |
| Plastic Laminate Countertops                    | Included   | Included                               | Included                      | Included     |   |          |
| Details per A64.3                               | Included   | Included                               | Included                      | Included     |   |          |
| Bidg 1 - Classroom per A1-51.3 & 4              | Included   | Included                               | Inciuded                      | Included     |   |          |
| Casework & Counters                             | Included   | Included                               | Included                      | Included     |   |          |
| Rms - 101,2,6,7,8,9,18,19,20,21                 | Included   | Included                               | Included                      | Included     |   |          |
| Rms - 201,2,6,7,8,9,11,13,14,15,16              | Included   | Included                               | Included                      | Included     |   |          |
| Bldg 3 - Admin per A3-11.1                      | included   | Included                               | Included                      | Included     |   |          |
| Countertops per 8/A54.3                         | Included   | Included                               | Included                      | Included     |   | 1        |
| Rms - 3-121 & 3-122                             | Included   | Included                               | Included                      | Included     |   |          |
| Rm - 3-125 -1/A3-41.1                           | Included   | Included                               | Included                      | Included     |   |          |
| Rm - 3-108 - 1/A3-41.2                          | Included   | Included                               | Included                      | Included     |   |          |
| Casework & Counters                             | Included   | Included                               | Included                      | Included     |   |          |
| Rm - 3-113 - 2/A3-51.1                          | Included   | Included                               | Included                      | Included     |   |          |
| Rm - 3-111 - 1/A3-51.1                          | Included   | Included                               | Included                      | Included     |   |          |
| Bidg 4 - Kindergarten per A4-51.1               | Included   | Included                               | Included                      | Included     |   |          |
| Casework & Counters                             | Included   | Included                               | Included                      | Included     |   |          |
| Rms - 4-101,2,3,4 - A4-41.2 & A4-51.1           | Included   | Included                               | Included                      | Included     |   |          |
| Install Countertop Supports                     | 3,000      | 3,000                                  | 3,000                         | 3,000        |   |          |
| OTALS                                           | 70,190     | 71,530                                 | 65,974                        | 65,042       | 0 | 0        |
|                                                 |            |                                        |                               |              | - | -        |
| Recommendation:                                 | Amount     |                                        |                               |              |   | <u> </u> |
| ICI Millwork                                    | 65,042     |                                        |                               |              |   |          |

|                                                                                     |             |            |                          |                               | ······ |                                        |
|-------------------------------------------------------------------------------------|-------------|------------|--------------------------|-------------------------------|--------|----------------------------------------|
| Waterproofing                                                                       | Elm Street  | Elementary | Job Number               | Elm<br>12/7/2016<br>12/6/2016 |        |                                        |
|                                                                                     |             | Subcont    | Bid Date<br>Date Printed |                               |        |                                        |
| Description                                                                         | Systems WP  | Angelus WP | Eberhard                 | Letner                        |        | 12/0/2010                              |
| Description                                                                         | systems tri |            | Locinaio                 | Letits                        |        |                                        |
| Base Bid                                                                            | 33,200      | 43,500     | 63,115                   | 45,630                        |        |                                        |
| Spec #: 071400, 071616, 079005                                                      | Included    | Included   | Included                 | Included                      |        |                                        |
| Spec #: 099723                                                                      | Included    | Included   | Included                 | Included                      |        | ······································ |
|                                                                                     |             |            |                          |                               |        |                                        |
| Furnished, Installed, FOB Jobsite, Tax Included                                     | Included    | Included   | Included                 | Included                      |        |                                        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                         | Included    | Included   | Included                 | Included                      |        |                                        |
| Acknowledgment of Addendum 1                                                        | Included    | Included   | Included                 | Included                      |        |                                        |
| Bid Good for 60 Days                                                                | Included    | 30 Days    | 60 Days                  | Included                      |        | ······································ |
| Prevailing Wage                                                                     | Included    | Included   | Included                 | Included                      |        |                                        |
| Prequalification per Bid Invite                                                     | N/A         | N/A        | N/A                      | N/A                           |        |                                        |
| Attachment C Acknowledgement                                                        | N/A         | N/A        | N/A                      | N/A                           |        |                                        |
| Waterproofing                                                                       | included    | Included   | Included                 | Included                      |        |                                        |
| Hot Fluid Applied                                                                   | Included    | Included   | Included                 | Included                      |        |                                        |
| MFR - Tremco, American Hydrotech, Barrett                                           | included    | Included   | Included                 | Included                      |        |                                        |
| At Exterior Decks on Bidg 1 Classroom - 3/A63.4                                     | Included    | Included   | Included                 | Included                      |        |                                        |
| Under Topping Slabs at Exterior Decks                                               | Included    | Included   | Included                 | Included                      |        |                                        |
| Crystalline                                                                         | Included    | Included   | Included                 | Included                      |        |                                        |
| MFR - Euclid, Gemite, Koster or Vandez                                              | Included    | Included   | Included                 | Included                      |        |                                        |
| Inside of Elevator Pit                                                              | Included    | Included   | Included                 | Included                      |        |                                        |
| Misc                                                                                | Included    | Included   | Included                 | Included                      |        |                                        |
| 2" Thick WP at Flag Pole per 8/A64.4                                                | 2,000       | 2,000      | 2,000                    | 2,000                         |        |                                        |
| Caulking & Sealants                                                                 | Included    | Included   | Included                 | Included                      |        |                                        |
| Per Schedule in Specs 3.3                                                           | Included    | Included   | Included                 | Included                      |        |                                        |
| Windows, Doors, Walls, As Shown                                                     | 34,642      | 34,642     | 34,642                   | 34,642                        |        |                                        |
| Sealed Concrete per RFI 10                                                          | Included    | Included   | Included                 | Included                      |        |                                        |
| Conc - Natural Concrete Sealed                                                      | Included    | Included   | Included                 | Included                      | f      |                                        |
| MFR - Concrete Coatings Inc CCI SuperSeal 20-<br>WB                                 | Included    | Included   | Included                 | Included                      |        |                                        |
| Storage, Data, Elec, Custodian, Control and Fire<br>Riser Rooms per Finish Schedule | 25,594      | 25,594     | 25,594                   | 25,594                        |        | **** ** at to a sector measure of a    |
| Bidg 1- Classroom                                                                   | In Above    | In Above   | In Above                 | In Above                      |        |                                        |
| Rms - 104, 110A, 112, 116, 122, 204, 212, 217                                       | In Above    | In Above   | In Above                 | In Above                      |        |                                        |
| Bidg 2 - MPR                                                                        | In Above    | In Above   | In Above                 | In Above                      |        |                                        |
| Rms - 109 & 110                                                                     | In Above    | In Above   | In Above                 | In Above                      |        |                                        |
| Bldg 3 - Admin                                                                      | In Above    | In Above   | In Above                 | In Above                      |        |                                        |
| Rms - 116, 119, 123                                                                 | In Above    | In Above   | In Above                 | In Above                      |        | · · · · · · · · · · · · · · · · · · ·  |

| Bid Evaluation Report | <b>L</b> bernard |                                             |          |          |              |           |  |
|-----------------------|------------------|---------------------------------------------|----------|----------|--------------|-----------|--|
| Waterproofing         | Elm Street       | Elm Street Elementary School Reconstruction |          |          |              |           |  |
| Description           |                  | Subcont                                     | ractors  |          | Date Printed | 12/6/2016 |  |
|                       | Systems WP       | Angelus WP                                  | Eberhard | Letner   |              |           |  |
| Bldg 4 - Kindergarten | In Above         | In Above                                    | In Above | In Above |              | \$        |  |
| Rms - 114, 115, 116   | In Above         | In Above                                    | In Above | In Above |              |           |  |
| TOTALS                | 95,436           | 105,736                                     | 125,351  | 107,866  | 0            | 0         |  |
| Recommendation:       | Amount           | 2                                           |          | i        | :            | :         |  |
| Systems WP            | 95,436           |                                             |          |          |              |           |  |

| Insulation                                                    | Elm Street    | Elementary                             | Job Number<br>Bid Date | Elm<br>12/7/2016                        |                                        |   |
|---------------------------------------------------------------|---------------|----------------------------------------|------------------------|-----------------------------------------|----------------------------------------|---|
|                                                               |               | Subcont                                | Date Printed           | 12/6/2016                               |                                        |   |
| Description                                                   | DJ Insulation | Viking<br>Insulation                   | ALCAL                  |                                         |                                        |   |
| Base Bid                                                      | 80,000        | 89,860                                 | 56,152                 | · · · · · · · · · · · · · · · · · · ·   |                                        |   |
| Spec #: 72100                                                 | Included      | Included                               | Included               |                                         |                                        |   |
| Spec #:                                                       |               |                                        |                        |                                         |                                        |   |
| Furnished, Installed, FOB Jobsite, Tax Included               | Included      | Included                               | Included               |                                         | ······································ |   |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                   | Included      | Included                               | Included               |                                         |                                        |   |
| Acknowledgment of Addendum 1                                  | Included      | Included                               | Included               |                                         |                                        |   |
| Bid Good for 60 Days                                          | 60 Days       | Included                               | 30 Days                |                                         |                                        |   |
| Prevailing Wage                                               | Included      | Included                               | Included               |                                         |                                        |   |
| Prequalification per Bid Invite                               | N/A           | N/A                                    | N/A                    |                                         |                                        |   |
| Attachment C Acknowledgement                                  | N/A           | N/A                                    | N/A                    |                                         |                                        |   |
| Thermal and Blanket Insulation                                | Included      | Inciuded                               | Included               |                                         |                                        |   |
| Interior, Exterior Walls, Ceilings, Roof                      | Included      | Included                               | Inciuded               |                                         |                                        |   |
| R19 & 8" Batts at Int & Ext Walls                             | Included      | Included                               | Included               |                                         |                                        |   |
| R30 at Roof                                                   | Included      | Included                               | 30,000                 |                                         |                                        |   |
| Walls with "A" Designation to Receive Insulation per<br>A61.1 | Included      | Included                               | Included               |                                         |                                        |   |
| Insulation at All Buildings 1-4                               | Included      | Included                               | Included               |                                         |                                        |   |
|                                                               |               |                                        |                        |                                         |                                        |   |
|                                                               |               |                                        |                        |                                         |                                        |   |
|                                                               |               |                                        |                        |                                         |                                        |   |
|                                                               |               |                                        |                        |                                         |                                        |   |
|                                                               |               | ······································ |                        |                                         |                                        |   |
| TALS                                                          | 80,000        | 89,860                                 | 86,152                 | 0                                       | 0                                      | 0 |
| Recommendation:                                               | Amount        |                                        |                        | ]<br>#**##*##*#**                       | <u> </u>                               |   |
| D3 Insulation                                                 | 80,000        |                                        |                        | Concern an and the New York of Addition |                                        |   |

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| Sheet Metal & Metal Panels                      | Elm Street | Elementary                            | Job Number<br>Bid Date | Ein1<br>12/7/2016 |              |                                       |
|-------------------------------------------------|------------|---------------------------------------|------------------------|-------------------|--------------|---------------------------------------|
|                                                 |            | Subcont                               | ractors                |                   | Date Printed | 12/6/2016                             |
| Description                                     | R&J SM     | Merit Metal<br>Products               |                        |                   |              |                                       |
| Base Bìd                                        | 151,100    | 147,000                               |                        |                   |              |                                       |
| Spec #: 076200, 077123, 077200                  | Included   | Included                              |                        |                   |              |                                       |
| Spec #: 034900                                  | Included   | Included                              |                        |                   |              |                                       |
| Furnished, Installed, FOB Jobsite, Tax Included | Included   | Included                              |                        |                   | -            |                                       |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016     | Included   | Included                              |                        |                   |              |                                       |
| Acknowledgment of Addendum 1                    |            | · · · · · · · · · · · · · · · · · · · |                        |                   |              |                                       |
|                                                 | Included   | Included                              |                        |                   |              |                                       |
| Bid Good for 60 Days                            | 30 Days    | 30 Days                               |                        |                   |              | · · · · · · · · · · · · · · · · · · · |
| Prevailing Wage                                 | Included   | Included                              |                        |                   |              |                                       |
| Prequalification per Bid Invite                 | N/A        | N/A                                   |                        |                   |              |                                       |
| Attachment C Acknowledgement                    | N/A        | N/A                                   |                        |                   |              |                                       |
| Sheet Metal                                     | Included   | Included                              |                        |                   |              |                                       |
| All General Sheet Metal: Roof, Decking, Walls   | Included   | Included                              |                        |                   |              |                                       |
| Flashings                                       | Included   | Included                              |                        |                   |              |                                       |
| Trim                                            | Included   | Included                              |                        |                   |              |                                       |
| Flexible Flashing and Underlayment              | Included   | Included                              |                        |                   |              |                                       |
| Flashing at Mechanical Pads                     | Included   | Included                              |                        |                   |              |                                       |
| SS Sill Pan at Ext. Storefront Base - 19/A62.3  | Included   | Included                              |                        |                   |              |                                       |
| Bldg 1 - Classroom                              | Included   | Included                              |                        |                   |              |                                       |
| Balcony Flashing at 2nd Floor - 3/A63.4         | Included   | Included                              |                        |                   |              |                                       |
| Bldg 2 - MPR                                    | Included   | Included                              |                        |                   |              |                                       |
| Parapet Coping - 22 Ga - 7/A63.1                | Included   | Included                              |                        |                   |              |                                       |
| SM Flashing at Parapet Top - 11/A64.2           | Included   | Included                              |                        |                   |              |                                       |
| Bldg 3 - Admin                                  | Included   | Included                              |                        |                   |              |                                       |
| Parapet Coping - 22 Ga - 7/A63.1                | Included   | Included                              |                        |                   |              |                                       |
| SM Flashing at Parapet Top ~ 11/A64.2           | Included   | Included                              |                        |                   |              |                                       |
| GSM Flashing at Wall Popout - 13/A64.2          | Included   | Included                              |                        |                   |              |                                       |
| Door & Window Sill/Head Flashings               | 42,582     | 50,000                                |                        |                   |              |                                       |
| Gutters & Downspouts - 12&13/A64.4 - RFI 26     | Included   | Included                              |                        |                   |              |                                       |
| Galvanized, Rectangular Shaped - Painted        | Included   | Included                              |                        |                   |              |                                       |
| Bldg 1 - Classroom                              | Included   | Included                              |                        |                   |              |                                       |
| Bldg 4 - Kindergarten                           | Included   | Included                              |                        |                   |              |                                       |
| Splash Blocks at Downspouts per Elevations      | Included   | Included                              |                        |                   |              |                                       |
| Roof Hatch - 9/A63.1                            | Included   | Included                              |                        |                   |              | °                                     |
| MFR - Acudor, Bilco, Dur-Red, Milcor            | Included   | Included                              |                        |                   |              | ·····                                 |
| Prefab Curb by MFR                              | Included   | Included                              |                        |                   |              |                                       |
| Bidg 1 - Classroom - (1)                        | Included   | Included                              |                        | 1                 |              |                                       |

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|--------------------------------------------|------------|-----------------------------------|------------|----------------------------------------|------------------------|---------------------------------------|--|
| Bid Evaluation Report                      |            |                                   |            |                                        |                        | RNARDS                                |  |
| Sheet Metal & Metal Panels                 | Elm Street | Elementary                        | School Rec | onstruction                            | Job Number<br>Bid Date | Elm<br>12/7/2016                      |  |
|                                            |            | Date Printed                      | 12/6/2016  |                                        |                        |                                       |  |
| Description                                | R&J 5M     | Merit Metal<br>Products           |            |                                        |                        |                                       |  |
| Bidg 2 - MPR (1)                           | Included   | Included                          |            |                                        |                        | <b></b>                               |  |
| Bidg 3 - Admin (1)                         | Included   | Included                          |            |                                        |                        |                                       |  |
| GFRC Panels - RFI 50                       |            |                                   |            |                                        |                        |                                       |  |
| Bldg 2 - MPR - A2-11.2                     | 12,697     | 12,697                            |            |                                        |                        |                                       |  |
| GFRC Panels at Parapet Overhang - 11/A64.2 | In Above   | In Above                          |            |                                        |                        |                                       |  |
| Bldg 3 - Admin                             | 14,127     | 14,127                            |            |                                        |                        |                                       |  |
| GFRC Panels at Parapet Top - 11/A64.2      | In Above   | In Above                          |            |                                        |                        |                                       |  |
|                                            |            | · · · · · · · · · · · · · · · · · |            |                                        |                        |                                       |  |
| TOTALS                                     | 220,506    | 223,824                           | 0          | 0                                      | 0                      | 0                                     |  |
| Recommendation:                            | Amount     | ·····                             |            | ······································ |                        | · · · · · · · · · · · · · · · · · · · |  |
| R&J SM                                     | 220,506    |                                   |            |                                        |                        |                                       |  |

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| Roofing                                         | Elm Street | Elementary | School Reco | onstruction           | Job Number<br>Bid Date | Eim<br>12/7/2016 |
|-------------------------------------------------|------------|------------|-------------|-----------------------|------------------------|------------------|
|                                                 |            | Subcon     | tractors    |                       | Date Printed           | 12/6/2016        |
| Description                                     | Eberhard   | Letner     | Best Cont,  | Commercial<br>Roofing | Ferguson &<br>Melvin   |                  |
| Base Bid                                        | 344,200    | 422,350    | 472,000     | 352,124               | Incomplete             |                  |
| Spec #: 073110, 075423, 072800                  | Included   | Included   | Included    | Included              |                        |                  |
| Spec #:                                         |            |            |             |                       |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included | Included   | Included   | Included    | Included              |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016     | Included   | Included   | Included    | Included              |                        |                  |
| Acknowledgment of Addendum 1                    | Included   | Included   | Included    | Included              |                        |                  |
| Bid Good for 60 Days                            | 60 Days    | Included   | 90 Days     | 30 Days               |                        |                  |
| Prevailing Wage                                 | Included   | Included   | Included    | Included              |                        |                  |
| Prequalification per Bid Invite                 | N/A        | N/A        | N/A         | N/A                   |                        |                  |
| Attachment C Acknowledgement                    | N/A        | N/A        | N/A         | N/A                   |                        |                  |
| Asphalt Shingles                                | Included   | Included   | Included    | Included              |                        |                  |
| MFR - GAF, Owens-Corning, CertainTeed           | Included   | Included   | Included    | Included              |                        |                  |
| Underlayment per 072800                         | Included   | Included   | Included    | Included              |                        |                  |
| Bldg 1 - Classroom - A1-11.3                    | Included   | Included   | Included    | Included              |                        |                  |
| Bldg 4 - Kindergarten - A4-11.2                 | Included   | Included   | Included    | Included              |                        |                  |
| TPO Roofing                                     | Included   | Included   | Included    | Included              |                        |                  |
| MFR - Firestone or Equal per RFI 1              | Included   | Included   | Included    | Included              |                        |                  |
| Single Ply Roofing System                       | Included   | Included   | Included    | Included              |                        |                  |
| Fully Adhered                                   | Included   | Included   | Included    | Included              |                        |                  |
| Mechanically Fastened                           | Included   | Included   | Included    | Included              |                        |                  |
| R30 Rigid Insulation - RFI 22                   | Included   | Included   | Included    | Included              |                        |                  |
| 5/8" Coverboard at Roof per RFI 21              | Included   | Included   | Included    | Included              |                        |                  |
| Walk Pads - Per Roofing Plans                   | Included   | Included   | Included    | Included              |                        |                  |
| Parapet Walls                                   | Included   | Included   | Included    | Included              |                        |                  |
| Bldg 2 - MPR - A2-11.2                          | Included   | included   | Included    | Included              |                        |                  |
| Bldg 3 - Admin - A3-11.2                        | Included   | Included   | Included    | Included              |                        |                  |
|                                                 |            |            |             |                       |                        |                  |
| OTALS                                           | 344,200    | 422,350    | 472,000     | 352,124               | 0                      | 0                |
| Recommendation:                                 | Amount     | ·····      | 1           | <u> </u>              | <u>I i</u>             |                  |
| Eberhard                                        | 344,200    |            |             |                       |                        | ·····            |

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| Bid Evaluation Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |                      |                          |                                       |                        | RNARDS           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|--------------------------|---------------------------------------|------------------------|------------------|
| Doors, Frames & Hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Elm Street           | Elementary           | School Reco              | onstruction                           | Job Number<br>Bid Date | Eim<br>12/7/2016 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      | Subcont              | ractors                  |                                       | Date Printed           | 12/6/2016        |
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Design<br>Hardware   | Star Hardware        | Construction<br>Hardware |                                       |                        |                  |
| Base Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 277,648              | 225,035              | 222,820                  |                                       |                        |                  |
| Spec #: 081113, 081416, 087100 1-4<br>Spec #:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included             | Included             | Included                 | 1                                     |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Included             | Included             | Included                 |                                       |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included             | Included             | Included                 |                                       |                        |                  |
| Acknowledgment of Addendum 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Included             | Included             | Included                 |                                       |                        |                  |
| Bid Good for 60 Days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 60 Days              | Included             | 30 Days                  |                                       |                        |                  |
| Prevailing Wage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Included             | Included             | Included                 |                                       |                        |                  |
| Prequalification per Bld Invite                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | N/A                  | N/A                  | N/A                      |                                       |                        |                  |
| Attachment C Acknowledgement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | N/A                  | N/A                  | N/A                      |                                       |                        |                  |
| Hollow Metal Doors and Frames                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included             | Included             | Included                 |                                       |                        |                  |
| MFR per Specs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included             | Included             | Included                 |                                       |                        |                  |
| Frame Details - A62.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Included             | Included             | Included                 |                                       |                        |                  |
| Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Included             | Included             | Included                 |                                       |                        |                  |
| Site 3'-4"x8' HM Door & Frame at Elec Enclosure<br>per 1/A0-1.3 (1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1,250                | 1,250                | 1,250                    |                                       |                        |                  |
| Bidg 1 - Classroom - A1-52.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Included             | Included             | Included                 |                                       |                        |                  |
| Bldg 2 - MPR - A2-52.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Included             | Included             | Included                 |                                       |                        |                  |
| Bidg 3 - Admin - A3-52.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Included             | Included             | Included                 |                                       |                        |                  |
| Bldg 4 - Kindergarten - A4-52.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Included             | Included             | Included                 |                                       |                        |                  |
| Install HM Doors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Included             | Included             | Included                 |                                       |                        |                  |
| Install HM Frames                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | In Drywall           | In Drywall           | In Drywall               |                                       |                        |                  |
| Install Wood Doors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Included             | Included             | Included                 | ·····                                 |                        |                  |
| Door Hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included             | Included             | Included                 | ·····                                 |                        |                  |
| Hardware per Schedule in Specs per Bldg 1-4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Included<br>Included | Included<br>Included | Included<br>Included     |                                       |                        |                  |
| Door Thresholds<br>Misc. Door Hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Included             | Included             | Included                 |                                       |                        |                  |
| and the second se | 13,000               | 11,550               | 12,760                   |                                       |                        |                  |
| Storefront Doors<br>Panic Hardware at Gates - 9 Doubles & 1 Single                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | IS,000<br>In Fencing | In Fencing           | In Fencing               |                                       |                        |                  |
| Parite naroware at Gates - 9 Doubles & 1 Single                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | in renaing           | in Pencing           | III Feacing              | · · · · · · · · · · · · · · · · · · · |                        |                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                      |                      |                          |                                       |                        |                  |
| OTALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 291,898              | 237,835              | 236,830                  | 0                                     | 0                      | 0                |
| Recommendation:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Amount               | l                    |                          |                                       |                        |                  |
| Construction Hardware                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 236,830              |                      |                          |                                       |                        |                  |

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| •                                                              |                        |                                                                                                                 |                                        |                                        |                                       |            |
|----------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|---------------------------------------|------------|
| Glass & Glazing                                                | Elm Street             | Elementary                                                                                                      | School Rec                             | onstruction                            | Job Number<br>Bid Date                | Elm        |
|                                                                |                        | -                                                                                                               | tractors                               |                                        | Date Printed                          | 12/7/2016  |
| Description                                                    | Santa Barbara<br>Glass | Coast to Coast                                                                                                  |                                        |                                        |                                       |            |
| Base Bid                                                       | 259,650                | No Bid                                                                                                          |                                        |                                        |                                       |            |
|                                                                | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Spec #: 084313, 085113, 088000, 102229                         | Incingeo               |                                                                                                                 |                                        |                                        |                                       |            |
| Spec #:                                                        |                        |                                                                                                                 |                                        |                                        |                                       |            |
| Furnished, Installed, FOB Jobsite, Tax Included                | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                    | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Acknowledgment of Addendum 1                                   | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Bid Good for 60 Days                                           | Included               |                                                                                                                 |                                        | +                                      | +                                     |            |
| Prevalling Wage                                                | Included               | 1997 - C. C. C. Anna ann ann an Anna an |                                        |                                        |                                       |            |
| Pregualification per Bid Invite                                | N/A                    |                                                                                                                 |                                        |                                        |                                       |            |
| Attachment C Acknowledgement                                   | N/A                    |                                                                                                                 |                                        |                                        |                                       |            |
|                                                                |                        |                                                                                                                 |                                        |                                        |                                       |            |
| Aluminum-Framed Storefronts                                    | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| MFR - Coral, CR Laurence, EFCO or Kawneer                      | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| SS Sill Pan at Ext. Storefront Base - 19/A62.3                 | In Sheet Metal         |                                                                                                                 |                                        |                                        |                                       |            |
| Bldg 2- MPR                                                    | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Alum Storefront Entrance Doors 101 per 1/A2-52.2<br>per RFI 51 | Included               |                                                                                                                 |                                        |                                        | · · · · · · · · · · · · · · · · · · · |            |
| Bidg 3 - Admin                                                 | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Breakout Rooms 128, 129, 130 - 1/A3-52.2                       | Included               |                                                                                                                 | <u> </u>                               |                                        |                                       |            |
| Makers Space Room 120 - 3/A3-52.2                              | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Health Office Room 113 - 2/A3-52.2                             | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Entrances 101 & 126 - 4/A3-52.2                                | Included               |                                                                                                                 |                                        |                                        | ļ                                     |            |
| Storefront Hardware                                            | 33,125                 |                                                                                                                 |                                        |                                        | ļ                                     |            |
| Aluminum Windows                                               | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| BOD - Arcadia or EFCO, Wausau, YKK                             | Included               |                                                                                                                 |                                        |                                        | ·················                     |            |
| Arcadia Series T200 - Factory Finish                           | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| 1/4" Safety Glass at Window Types 1,2,3,4,5 - RFI<br>23        | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Bidg 1 - Classroom - A1-52.2                                   | Included               | •                                                                                                               |                                        |                                        |                                       |            |
| Type 1 - 6x6 (46)                                              | Included               |                                                                                                                 | 5                                      |                                        |                                       |            |
| Type 2 - 4×6 (4)                                               | Included               | <u>.</u>                                                                                                        |                                        | ······································ | )                                     |            |
| Туре 3 - 6х2 (42)                                              | Included               | <u>,</u>                                                                                                        | <u>.</u>                               |                                        |                                       |            |
| Bidg 2 - MPR - A2-52.1                                         | Included               | <u></u>                                                                                                         | ······································ |                                        | 1                                     |            |
| Type 1 - 8x2 (2)                                               | Included               |                                                                                                                 |                                        |                                        | [                                     | · <u> </u> |
| Type 2 - 6x2 (4)                                               | Included               |                                                                                                                 |                                        |                                        |                                       |            |
| Type 3 - 8x4 (2)                                               | Included               |                                                                                                                 |                                        | -                                      | 1                                     |            |
| Type 4 - 10x4 (5)                                              | Included               |                                                                                                                 |                                        | · · · · · · · · · · · · · · · · · · ·  |                                       |            |

| Glass & Glazing                                                      | Elm Street             | Elementary                             | School Rec                             | onstruction                            | Job Number                            | Elm                                   |
|----------------------------------------------------------------------|------------------------|----------------------------------------|----------------------------------------|----------------------------------------|---------------------------------------|---------------------------------------|
|                                                                      |                        |                                        | tractors                               |                                        | Bid Date                              | 12/7/2016                             |
| Description                                                          | Santa Barbara<br>Glass | Coast to Coast                         |                                        |                                        | Date Printed                          | 12/6/2016                             |
| Type 5 - 8x4 (3)                                                     | Included               |                                        |                                        | • • • • • • • • • • • • • • • • • • •  |                                       |                                       |
| Bidg 3 - Admin - A3-52.1                                             | Included               |                                        |                                        |                                        |                                       |                                       |
| Type 1 - 6'-10"x6 (16)                                               | Included               | ······································ |                                        |                                        | 1                                     |                                       |
| Type 2 - 4x6 (4)                                                     | Included               |                                        |                                        | ·····                                  |                                       |                                       |
| Type 3 - 5x6 (1)                                                     | Included               |                                        |                                        |                                        | -                                     |                                       |
| Type 4 - 6x6 (4)                                                     | Included               |                                        | 1                                      |                                        |                                       |                                       |
| Type 5 - 4x4 (1)                                                     | Included               |                                        |                                        |                                        |                                       | · · · · · · · · · · · · · · · · · · · |
| Bldg 4 - Kindergarten - A4-52.1                                      | Included               |                                        | ······································ | 1                                      |                                       |                                       |
| Type 1 - 6x4 (20)                                                    | Included               |                                        |                                        |                                        | · · · · ·                             |                                       |
| Sealing and Caulking for All Window/Door Systems per<br>Arch Details | 24,250                 | · ,                                    |                                        |                                        |                                       |                                       |
| Glazing                                                              | Included               |                                        |                                        |                                        |                                       |                                       |
| Glass for Vision Lites, Storefronts & Windows                        | Included               |                                        |                                        |                                        |                                       |                                       |
| Admin Bidg - Office Doors - 103, 104, 105, 106,<br>107, 110          | Included               |                                        |                                        |                                        |                                       |                                       |
| Full Height Glazed Partition System                                  | N/A                    |                                        |                                        |                                        |                                       |                                       |
| MFR - Avanti Solare                                                  | N/A                    |                                        |                                        |                                        |                                       |                                       |
| Breakout Room 1, 2 & 3 per A3-11.1                                   | N/A                    |                                        |                                        | ······································ |                                       |                                       |
|                                                                      |                        |                                        |                                        |                                        | · · · · · · · · · · · · · · · · · · · |                                       |
| DTALS                                                                | 317,025                | 0                                      | 0                                      | 0                                      | 0                                     | 0                                     |
| Recommendation:                                                      | Amount                 |                                        |                                        |                                        | i                                     | <u> </u>                              |
| Santa Barbara Glass                                                  | 317,025                |                                        |                                        |                                        |                                       | · · · · · · · · · · · · · · · · · · · |

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| Plaster & Drywall                                                    | Elm Stree            | t Elementary | School Reco    | netruction      | Job Number                        | Elm                            |
|----------------------------------------------------------------------|----------------------|--------------|----------------|-----------------|-----------------------------------|--------------------------------|
| ridster a Drywan                                                     | Lini Sulee           | -            |                | mscruccion      | Bid Date                          | 12/7/2016                      |
|                                                                      |                      | Subcon       | tractors       |                 | Date Printed                      | 12/6/2016                      |
| Description                                                          | Church and<br>Larsen | Berger Bros. | Rutherford Co. | Premier Drywall | Pacific Int. /<br>Perlite Plaster | Jade, Inc /<br>Perlite Plaster |
| Base Bid                                                             | 2,269,000            | 1,510,081    | 1,799,990      | 1,625,947       | 1,467,580                         | 1,640,988                      |
| Spec #: 092116, 092216, 092236.23, 092400                            | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Spec #: 078400, 083100, 072500                                       | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Furnished, Installed, FOB Jobsite, Tax Included                      | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                          | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Acknowledgment of Addendum 1                                         | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Bid Good for 60 Days                                                 | 30 Days              | Included     | 30 Days        | 30 Days         | Included                          | 30 Days                        |
| Prevailing Wage                                                      | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Prequalification per Bid Invite                                      | N/A                  | N/A          | N/A            | N/A             | N/A                               | N/A                            |
| Attachment C Acknowledgement                                         | N/A                  | N/A          | N/A            | N/A             | N/A                               | N/A                            |
| Plaster                                                              | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Exterior Elevations of All Buildings 1-4                             | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Bldg 1 - A1-21.1 & 2                                                 | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Bldg 2 - A2-21.1                                                     | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Bldg 3 - A3-21.1                                                     | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Bldg 4 - A4-21.1                                                     | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Ext. Column Covers per 3/A64.4                                       | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Texture - Smooth Finish                                              | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Exterior Plaster Ceilings and Soffits - A64.2                        | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Foam Trim Pieces at Windows per Details 5&8/A62.2                    | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Wainscoting at Exterior of Buildings up to 3' High per<br>Elevations | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Weather or Air Barrier per Section 072500 & 072800                   | Included             | Included     | Included       | Included        | Included                          | Included                       |
| MFR - Tyvek, Fiberweb or Vaprosheild                                 | Included             | Included     | Included       | Included        | Included                          | Included                       |
| 2-Layers Grade D Kraft Paper                                         | Included             | Included     | Included       | Included        | Included                          | Included                       |
| 3-Coat System                                                        | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Glass Fiber Reinforcement                                            | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Lath & Paper                                                         | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Ribbed Lath at Plaster Ceilings & Soffits                            | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Expansion/Control Joints                                             | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Plaster Trim                                                         | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Vent & Weep Screeds                                                  | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Flexible Membrane Waterproofing                                      | Included             | Included     | Included       | Included        | Included                          | Included                       |
| Patching, Taping, Floating as Required                               | Included             | Included     | Included       | Included        | Included                          | Included                       |

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| Plaster & Drywall                                                                            | Elm Stroot           | Elementary   | School Reco    | netruction      | Job Number                        | Eim                           |
|----------------------------------------------------------------------------------------------|----------------------|--------------|----------------|-----------------|-----------------------------------|-------------------------------|
|                                                                                              |                      | -            |                | mscruccion      | Bid Date                          | 12/7/2016                     |
|                                                                                              |                      | Subcon       | tractors       |                 | Date Printed                      | 12/6/2016                     |
| Description                                                                                  | Church and<br>Larsen | Berger Bros. | Rutherford Co. | Premier Drywall | Pacific Int. /<br>Perlite Plaster | Jade, Inc /<br>Perlite Plaste |
| All Required Caulking and Sealants at Penetrations                                           | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Scaffolding for Own Work                                                                     | 90 Days              | 90 Days      | Included       | Included        | Included                          | Included                      |
| Trade Damage - Plaster (40 Hours)                                                            | 5,400                | 5,400        | 5,400          | 5,400           | 5,400                             | 5,400                         |
| Drywall                                                                                      | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Drywall per Wall Schedule - A61.1 & A61.2                                                    | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Drywall Ceilings per A60.2 & A64.2                                                           | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Bldg 2 - No Notes for Gyp on Roof Joists                                                     | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Bldg 3 - 2/A3-32.2 notes detail 15/A-61.3                                                    | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Bldg 4 - 2 Layers Gyp on Ceiling Joists - 2 & 3/A4-<br>32.1 & A4-32.2 notes detail 15/A-61.3 | Included             | Included     | Included       | Included        | Included                          | Included                      |
| 5/8" Drywall Vertical Surfaces                                                               | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Cement Backerboard at Restroom Walls                                                         | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Level 1-4 Finish at Locations per Specifications<br>Based on Paint or Wall Finish            | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Fire Resistant Sealants at Head and Base of Walls<br>per A61.1                               | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Acoustic Sealants as Shown and Spec'd                                                        | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Installation of HM Door Frames Supplied by Others                                            | 25,250               | 25,250       | 25,250         | 25,250          | 25,250                            | 25,250                        |
| Supply and Install of Access Panels 12x12                                                    | 4,500                | 4,500        | 4,500          | 4,500           | 4,500                             | 4,500                         |
| Installation of FEC Supplied by Others                                                       | 3,000                | 3,000        | 3,000          | 3,000           | 3,000                             | 3,000                         |
| Drywall Pickup                                                                               | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Hoisting for Own Work                                                                        | Included             | Included     | Included       | Included        | Included                          | Included                      |
| Trade Damage - Drywall (80 Hours)                                                            | 10,800               | 10,800       | 18,800         | 10,801          | 10,802                            | 10,803                        |
| TALS                                                                                         | 2,317,950            | 1,559,031    | 1,848,940      | 1,674,898       | 1,516,532                         | 1,689,941                     |

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| Tile Flooring                                                             | Elm Street     | Elementary                  |                | onstruction | Job Number<br>Bid Date      | Elm<br>12/7/2016 |
|---------------------------------------------------------------------------|----------------|-----------------------------|----------------|-------------|-----------------------------|------------------|
| Description                                                               | Stoneware Tile | Subcont<br>J. Colavin & Son | Stonerock Tile |             | Date Printed                | 12/6/2016        |
| Description                                                               | Stoneware His  | J. COLAVIN & SON            | Stonerock The  |             |                             |                  |
| Base Bid                                                                  | 118,809        | 145,690                     | 171,350        |             |                             |                  |
| Spec #: 093000, 090561                                                    | Included       | Included                    | Included       |             |                             |                  |
| Spec #:                                                                   |                |                             |                |             |                             |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                           | Included       | Included                    | Included       | 4           |                             |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                               | Included       | Included                    | Included       |             |                             |                  |
| Acknowledgment of Addendum 1                                              | Included       | Included                    | Included       |             |                             |                  |
| Bid Good for 60 Days                                                      | 30 Days        | 90 Days                     | 60 Days        |             |                             |                  |
| Prevailing Wage                                                           | Included       | Included                    | Included       |             |                             |                  |
| Pregualification per Bid Invite                                           | N/A            | N/A                         | N/A            |             |                             |                  |
| Attachment C Acknowledgement                                              | N/A            | N/A                         | N/A            |             |                             |                  |
| Tile                                                                      | Included       | Included                    | Included       |             |                             |                  |
| MFR - Dal-Tile, Groups 2 & 3                                              | Included       | Included                    | Included       |             |                             |                  |
| DalTile Keysontes 2"x2" Mosaic - Floors                                   | Included       | Included                    | Included       |             |                             |                  |
| DalTile Ceramic 4-1/4"x4-1/4" - Walls in<br>Checkerboard Pattern - RFI 25 | Included       | Included                    | Included       |             |                             |                  |
| Tile on Cement Backer Board                                               | In Drywall     | In Drywall                  | In Drywall     |             | · · · · · · · · · · · · · · |                  |
| Cold Applied Waterproofing Membrane                                       | Included       | Included                    | Included       |             |                             |                  |
| Men's & Women's Restrooms                                                 | Included       | Included                    | Included       |             |                             |                  |
| Faculty Restrooms                                                         | Included       | Included                    | Included       |             |                             |                  |
| Bldg 1 - Classroom per Al-41.3 & Al-51.1 & 2                              | Included       | Included                    | Included       |             |                             |                  |
| Rms - 103, 105, 110, 111, 113, 203, 205                                   | Included       | Included                    | Included       |             |                             |                  |
| Bldg 2 - MPR per 2/A2-41.1 & A2-51.1                                      | Included       | Included                    | Included       |             |                             |                  |
| Rm - 114                                                                  | In Above       | Included                    | Included       |             |                             |                  |
| Quarry Tile in Rms 106, 107, 108, 111, 112, 113,<br>114                   | In Above       | Included                    | Included       |             |                             |                  |
| Bidg 3 - Admin per A3-41.1 & A3-51.1                                      | Included       | Included                    | Included       |             |                             |                  |
| Rms - 115, 117, 118                                                       | Included       | Included                    | Included       |             |                             |                  |
| Bidg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2                           | Included       | Included                    | Included       |             |                             |                  |
| Rms - 107, 108, 112, 113                                                  | Included       | Included                    | Included       |             |                             |                  |
| Sink Vestibule 106 & 111                                                  | Included       | Included                    | Included       |             |                             |                  |
| OTALS                                                                     | 118,809        |                             | 171 374        | 0           | 0                           |                  |
| VIALO                                                                     | 110,003        | 145,690                     | 171,350        | U           | <u> </u>                    | 0                |
| Recommendation:                                                           | Amount         |                             |                | 1           | L                           |                  |
| Stoneware Tile                                                            | 118,809        |                             |                | ······      |                             |                  |

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| Acoustical Ceilings                                                  | Elm Street                   | Elementary<br>Subcont |                         | onstruction      | Job Number<br>Bid Date<br>Date Printed | Elm<br>12/7/2016<br>12/6/2016 |
|----------------------------------------------------------------------|------------------------------|-----------------------|-------------------------|------------------|----------------------------------------|-------------------------------|
| Description                                                          | Southwest<br>Acoustical Int. | Sound Control         | Commercial<br>Interiors | Elljay Acoustics | Cali-USA<br>Acoustics                  | Prime Acoustics               |
| Base Bid                                                             | 174,760                      | 212,000               | 196,568                 | 282,000          | 178,000                                | 221,000                       |
| Spec #: 095100, 098400, 098413<br>Spec #:                            | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Furnished, Installed, FOB Jobsite, Tax Included                      | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                          | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Acknowledgment of Addendum 1                                         | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Bid Good for 60 Days                                                 | 30 Days                      | 60 Days               | Included                | Included         | Included                               | Included                      |
| Prevailing Wage                                                      | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Pregualification per Bid Invite                                      | N/A                          | N/A                   | N/A                     | N/A              | N/A                                    | N/A                           |
| Attachment C Acknowledgement                                         | N/A                          | N/A                   | N/A                     | N/A              | N/A                                    | N/A                           |
| Acoustical Panel Ceilings                                            | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or<br>USG           | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Armstrong Fine Fissured, White, No Pattern, 3/4"<br>Thick 24"x48"    | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Grid - Prelude XL 15/16" Exposed Tee by Armstrong                    | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Prefinished Aluminum Capping (White) per Specs<br>095100, 2.03, C. 3 | 17,000                       | 17,900                | 16,058                  | 17,000           | 10,000                                 | 17,000                        |
| Unistrut per 13&14/A64.1                                             | N/A                          | N/A                   | N/A                     | N/A              | N/A                                    | N/A                           |
| Install Wire Through Blocking per 10/A64.1                           | N/A                          | N/A                   | N/A                     | N/A              | N/A                                    | N/A                           |
| Expansion Joints at Celling per 7/A64.1                              | N/A                          | N/A                   | N/A                     | N/A              | N/A                                    | N/A                           |
| ACT Details per A64.1 & 2                                            | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Bidg 1 - Classroom - A1-11.4 & 5                                     | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Bldg 3 - Admin - A3-11.3                                             | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Bidg 4 - Kinder - A4-11.3                                            | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Fixed Sound-Absorptive Panels                                        | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| ACP-1 MPR/Gym                                                        | Included                     | Included              | Included                | included         | Included                               | Included                      |
| MFR - Tectum 2" Thick Panels                                         | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Hat Channel and Furring Strips - A64.2                               | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Bidg 2 -MPR                                                          | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| 2" Tectum Ceiling Panels                                             | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Presentation Area - 8/A64.2                                          | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| 2x Furring at Presentation Ceiling - 8/A64.2                         | 2,736                        | 2,736                 | 2,736                   | 2,736            | 2,736                                  | 2,736                         |
| Multi-Purpose Room -2/A64.2                                          | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| 2" x 4' High Tectum Wall Panels - A2-51.1                            | Included                     | Included              | Included                | Included         | Included                               | Included                      |
| Acoustic Room Components                                             | N/A                          | N/A                   | N/A                     | N/A              | N/A                                    | N/A                           |

| Bid Evaluation Report              |                              |               |                         |                  |                        | ERNARDS          |
|------------------------------------|------------------------------|---------------|-------------------------|------------------|------------------------|------------------|
| Acoustical Ceilings                | Elm Street                   | Elementary    | School Rec              | onstruction      | Job Number<br>Bid Date | Eim<br>12/7/2016 |
|                                    |                              | Subcont       | ractors                 |                  | Date Printed           | 12/6/2016        |
| Description                        | Southwest<br>Acoustical Int. | Sound Control | Commercial<br>Interlors | Elljay Acoustics | Cali-USA<br>Acoustics  | Prime Acoustics  |
| Mineral Fiber Core Ceiling Baffles | N/A                          | N/A           | N/A                     | N/A              | N/A                    | N/A              |
| TOTALS                             | 194,496                      | 232,636       | 215,362                 | 301,736          | 190,736                | 240,736          |
| Recommendation:                    | Amount                       |               |                         | L I              |                        |                  |
| Cali-USA Acoustics                 | 190,736                      |               |                         |                  |                        |                  |

|                                                                       |                             |                 |                      | ·····                |                        | 1                |
|-----------------------------------------------------------------------|-----------------------------|-----------------|----------------------|----------------------|------------------------|------------------|
| Acoustical Ceilings                                                   | Elm Street                  | Elementary      | School Reco          | onstruction          | Job Number<br>Bid Date | Elm<br>12/7/2016 |
|                                                                       |                             | Subcont         | ractors              |                      | Date Printed           | 12/6/2016        |
| Description                                                           | Hamilton Ceiling<br>Systems | CG Acoustics    | Chaney<br>Company    | Coustic-Glo          |                        |                  |
| Base Bid                                                              | 200,370                     | 201,500         | 248,200              | 366,593              |                        | <u>}</u>         |
| Spec #: 095100, 098400, 098413                                        | Included                    | Included        | Included             | Included             |                        | · · ·            |
| Spec #:                                                               |                             |                 |                      |                      |                        |                  |
| Furnished, Installed, FOB Jobsite, Tax Included                       | Included                    | Included        | Included             | Included             |                        |                  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                           | Included                    | Included        | Included             | Included             |                        |                  |
| Acknowledgment of Addendum 1                                          | Included                    | Included        | Included             | Included             |                        |                  |
| Bid Good for 60 Days                                                  | 30 Days                     | Included        | 60 Days              | 60 Days              |                        | 1                |
| Prevailing Wage                                                       | Included                    | Included        | Included             | Included             |                        |                  |
| Prequalification per Bld Invite                                       | N/A                         | N/A             | N/A                  | N/A                  |                        |                  |
| Attachment C Acknowledgement                                          | <u>N/A</u>                  | N/A             | N/A                  | N/A                  |                        |                  |
| Acoustical Panel Ceilings                                             | Included                    | Included        | Included             | Included             |                        |                  |
| MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or<br>USG            | Included                    | Included        | Included             | Included             |                        |                  |
| Armstrong Fine Fissured, White, No Pattern, 3/4"<br>Thick 24"x48"     | Included                    | Included        | Included             | Included             |                        |                  |
| Grid - Prelude XL 15/16" Exposed Tee by Armstrong                     | Included                    | Included        | Included             | Included             |                        |                  |
| Prefinished Aluminum Capping (White) per Specs<br>095100, 2.03, C. 3  | 17,000                      | 17,000          | 17,000               | 17,000               |                        |                  |
| Unistrut per 13&14/A64.1                                              | N/A                         | N/A             | N/A                  | N/A                  |                        |                  |
| Install Wire Through Blocking per 10/A64.1                            | N/A                         | N/A             | N/A                  | N/A                  |                        |                  |
| Expansion Joints at Ceiling per 7/A64.1                               | N/A                         | N/A             | N/A                  | N/A                  |                        |                  |
| ACT Details per A64.1 & 2                                             | Included                    | Included        | Included             | Included             |                        |                  |
| Bidg 1 - Classroom - A1-11,4 & 5                                      | Included                    | Included        | Included             | Included             |                        |                  |
| Bldg 3 - Admin - A3-11.3                                              | Included                    | Included        | Included             | Included             |                        |                  |
| Bldg 4 - Kinder - A4-11.3                                             | Included                    | Included        | Included             | Included             |                        |                  |
| Fixed Sound-Absorptive Panels                                         | Included                    | Included        | Included             | Included             |                        |                  |
| ACP-1 MPR/Gym                                                         | Included                    | Included        | Included             | Included             | ·····                  |                  |
| MFR - Tectum 2" Thick Panels                                          | Included                    | Included        | Included             | Included             |                        |                  |
| Hat Channel and Furring Strips - A64.2                                | Included                    | Included        | Included             | Included             |                        |                  |
| Bidg 2 -MPR                                                           | Included                    | Included        | Included             | Included             |                        |                  |
| 2" Tectum Ceiling Panels                                              | Included                    | Included        | Included             | Included             |                        |                  |
| Presentation Area - 8/A64.2                                           | 2.736                       | Included        | Included<br>2.736    | Included<br>2.736    |                        |                  |
| 2x Furring at Presentation Ceiling - 8/A64.2                          |                             | 2,736           |                      |                      |                        |                  |
| Multi-Purpose Room -2/A64.2                                           | Included                    | Included        | Included<br>Included | Included<br>Included |                        |                  |
| 2" x 4' High Tectum Wall Panels - A2-51.1<br>Acoustic Room Components | Included N/A                | Included<br>N/A | N/A                  | N/A                  |                        |                  |

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| Bid Evaluation Report              | Bid Evaluation Report       |              |            |             |                        |                  |  |  |  |
|------------------------------------|-----------------------------|--------------|------------|-------------|------------------------|------------------|--|--|--|
| Acoustical Ceilings                | Elm Street                  | Elementary   | School Rec | onstruction | Job Number<br>Bid Date | Elm<br>12/7/2016 |  |  |  |
|                                    | Subcontractors              |              |            |             |                        |                  |  |  |  |
| Description                        | Hamilton Ceiling<br>Systems | CG Acoustics | Chaney     | Coustic-Glo | Date Printed           | 12/6/2016        |  |  |  |
| Mineral Fiber Core Ceiling Baffles | N/A                         | N/A          | N/A        | N/A         |                        |                  |  |  |  |
| TOTALS                             | 220,106                     | 221,236      | 267,936    | 386,329     | 0                      | 0                |  |  |  |
| Recommendation:                    | Amount                      |              | 1          | 1           | 1                      |                  |  |  |  |
| Cali-USA Acoustics                 | 190,736                     |              |            |             |                        |                  |  |  |  |

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| Bid Evaluation Report                                                     |              |              |                       |                         | <b>L</b>          | RNARDS    |
|---------------------------------------------------------------------------|--------------|--------------|-----------------------|-------------------------|-------------------|-----------|
| Carpet & Resilient Flooring                                               | Elm Street   | Elementary   | Job Number            | Elm                     |                   |           |
| carpet a nesment ribbring                                                 |              |              |                       |                         | Bid Date          | 12/7/2016 |
|                                                                           |              | Subcont      |                       | <b>.</b>                | Date Printed      | 12/6/2016 |
| Description                                                               | Hur Flooring | ))) Flooring | Floor Tech<br>America | Continental<br>Flooring | Reliable Flooring |           |
| Base Bid                                                                  | 115,000      | 191,618      | 152,745               | 102,721                 | 108,814           |           |
| Spec #: 096500, 096566; 096800, 090561<br>Spec #:                         | Included     | Included     | Included              | Included                | Included          |           |
| Furnished, Installed, FOB Jobsite, Tax Included                           | Included     | Included     | Included              | Included                | Included          |           |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                               | Included     | Included     | Included              | Included                | Included          |           |
| Acknowledgment of Addendum 1                                              | Included     | Included     | Included              | Included                | Included          |           |
| Bid Good for 60 Days                                                      | 30 Davs      | 60 Days      | Included              | 60 Days                 | 30 Davs           | <u> </u>  |
| Prevailing Wage                                                           | Included     | Included     | Included              | Included                | Included          |           |
| Pregualification per Bid Invite                                           | N/A          | N/A          | N/A                   | N/A                     | N/A               | ·····     |
| Attachment C Acknowledgement                                              | N/A          | N/A          | N/A                   | N/A                     | N/A               |           |
| Flooring                                                                  |              |              |                       |                         |                   |           |
| Minor Floor Prep                                                          | Included     | Included     | Included              | Included                | Included          |           |
| Testing for PH and Moisture                                               | Included     | Included     | Included              | 6,500                   | Included          |           |
| Remediation if Applicable                                                 | \$3.70 / SF  | \$5.25 / SF  | \$5.00 / SF           | \$5.00 / SF             | \$5.00 / SF       |           |
| Resilient Flooring                                                        | Included     | Included     | Included              | Included                | Included          |           |
| MFR - Armstrong, Exelon, Imperial Textures 12"x12"<br>- RFI 10            | Included     | Included     | Included              | Included                | Included          |           |
| Resilient Base - Rubber, Cove, 4*                                         | Included     | Included     | Included              | Included                | Included          |           |
| Bidg 1 - Classroom                                                        | Included     | Included     | Included              | Included                | Included          |           |
| All Classrooms                                                            | Included     | Included     | Included              | Included                | Included          |           |
| VCT In Elevator Cab per 7/Gen-6                                           | 650          | 650          | <del>6</del> 50       | 650                     | 650               |           |
| Bldg 2 - MPR                                                              | Included     | Included     | Included              | Included                | Included          |           |
| Rms - 102, 103, 104, 115                                                  | Included     | Included     | Included              | Included                | Included          |           |
| Bldg 3 - Admin                                                            | Included     | Included     | Included              | Included                | Included          |           |
| Rms - 101, 102, 107-114, 120-122                                          | Included     | Included     | Included              | Included                | Included          |           |
| Bidg 4 - Kindergarten                                                     | Included     | Included     | Included              | Included                | Included          |           |
| Rms - 101-105, 109, 110                                                   | Included     | Included     | Included              | Included                | Included          |           |
| Carpet Tile                                                               | Included     | Included     | Included              | Included                | Included          |           |
| MFR - Shaw, Tandus, Aladdin                                               | Included     | Included     | Included              | Included                | Included          |           |
| Broadloom Carpet: Patcraft - 10129 Night Moves,<br>29701 Romance - RFI 16 | Included     | Included     | Included              | Included                | Included          |           |
| Bidg 3 - Admin                                                            | Included     | Included     | Included              | Included                | Included          |           |
| Rms - 103-106, 124-130                                                    | Included     | Included     | Included              | Included                | Included          |           |
| Resilient Athletic Flooring                                               | Included     | Included     | Included              | Included                | Included          |           |
| MFR - AFP, No Fault Sport, Pawling, Robbins                               | Included     | Included     | Included              | Included                | Included          |           |
| 24x24. 1/4" Thick                                                         | Included     | Included     | Included              | Included                | Included          |           |

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| Bid Evaluation Report                 | LE BERNARD     |              |                       |                         |                                   |                        |
|---------------------------------------|----------------|--------------|-----------------------|-------------------------|-----------------------------------|------------------------|
| Carpet & Resilient Flooring           | Elm Street     | Elementary   | School Reco           | onstruction             | Job Number<br>Bid Date            | Elm                    |
|                                       | Subcontractors |              |                       |                         |                                   | 12/7/2016<br>12/6/2016 |
| Description                           | Hur Flooring   | JJJ Flooring | Floor Tech<br>America | Continental<br>Flooring | Date Printed<br>Reliable Flooring | 12/0/2010              |
| Color A & B - A63.3                   | Included       | Included     | Included              | Included                | Included                          |                        |
| Bidg 2 - MPR                          | Included       | Included     | Included              | Included                | Included                          |                        |
| Rm - 101 & 105                        | Included       | Included     | Included              | Included                | Included                          |                        |
| Basketball Court Striping - 1&2/A63.3 | S,500          | 5,500        | 5,500                 | 5,500                   | 5,500                             |                        |
| Volleyball Court                      | In Above       | In Aboye     | In Above              | In Above                | In Above                          |                        |
| Basketball Court                      | In Above       | In Above     | In Above              | In Above                | In Above                          |                        |
| TOTALS                                | 121,150        | 197,768      | 158.895               | 115,371                 | 114,964                           | 0                      |
| Recommendation:                       | Amount         |              |                       |                         |                                   |                        |
| Reliable Flooring                     | 114,964        |              |                       |                         |                                   |                        |

| Painting                                                                                                                                              | Elm Street           | Flementary           | Job Number            | Elm         |                      |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|-----------------------|-------------|----------------------|-----------------|
| Failting                                                                                                                                              | Lini Screec          |                      |                       | isci accion | Bid Date             | 12/7/2016       |
|                                                                                                                                                       |                      | Subcon               | tractors              |             | Date Printed         | 12/6/2016       |
| Description                                                                                                                                           | Triumph<br>Painting  | Borbon Inc           | Channel Coast<br>Corp | Vanguard    | Prime Painting       | Valley Painting |
| Base Bid                                                                                                                                              | 280,734              | 238,650              | 249,822               | 219,600     | 220,000              | 353,465         |
| Spec #: 099000                                                                                                                                        | Included             | Included             | Included              | Included    | Included             | Included        |
| Spec #:                                                                                                                                               |                      |                      |                       |             |                      |                 |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                                                       | Included             | Included             | Included              | Included    | Included             | Included        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                                                           | Included             | Included             | Included              | Included    | Included             | Included        |
| Acknowledgment of Addendum 1                                                                                                                          | Included             | Included             | Included              | Included    | Included             | Included        |
| Bid Good for 60 Days                                                                                                                                  | 90 Days              | Included             | Included              | 30 Days     | Included             | Included        |
| Prevailing Wage                                                                                                                                       | Included             | Included             | Included              | Included    | Included             | Included        |
| Prequalification per Bid Invite                                                                                                                       | N/A                  | N/A                  | N/A                   | N/A         | N/A                  | N/A             |
| Attachment C Acknowledgement                                                                                                                          | N/Å                  | N/A                  | N/A                   | N/A         | N/A                  | N/A             |
| Painting and Coating                                                                                                                                  |                      |                      |                       |             |                      |                 |
| BOD - Dunn Edwards or EM, PPG, SW, Vista                                                                                                              | Included             | Included             | Included              | Included    | Included             | Included        |
| Colors TBD - RFI 10                                                                                                                                   | Included             | Included             | Included              | Included    | Included             | Included        |
| Bldg 1 Finish Sch - A1-53.1                                                                                                                           | Included             | Included             | Included              | Included    | Included             | Included        |
| Bldg 2 Finish Sch - A2-53.1                                                                                                                           | Included             | Included             | Included              | Included    | Included             | Included        |
| Bldg 3 Finish Sch - A3-53.1                                                                                                                           | Included             | Included             | Included              | Included    | Included             | Included        |
| Bldg 4 Finish Sch - A4-53.1                                                                                                                           | Included             | Included             | Included              | Included    | Included             | Included        |
| (2) Top Coats and (1) Coat Primer                                                                                                                     | Included             | Included             | Included              | Included    | Included             | Included        |
| Exterior Plaster All Bldgs                                                                                                                            | Included             | Included             | Included              | Included    | Included             | Included        |
| Walls and Ceilings<br>Insulated and Exposed Pipes, Ducts, Conduit,<br>Hangers, Brackets, Collars and Supports,<br>Mechanical and Electrical Equipment | Included<br>Included | Included<br>Included | Included<br>Included  | Included    | Included<br>Included | Included        |
| Shop-Primed Items                                                                                                                                     | Included             | Included             | Included              | Included    | Included             | Included        |
| High Performance Coating at Ext. Hand and<br>Guardrails - A63.2                                                                                       | Included             | Included             | 14,500                | Included    | Included             | Included        |
| Exterior Stairs Shop Primed and Painted                                                                                                               | Included             | Included             | Included              | Included    | Included             | Included        |
| Intumescent Fireproofing                                                                                                                              | 110,000              | 93,125               | 110,000               | 110,000     | 110,000              | 110,000         |
| HSS Steel at Ext. Column Covers per 3/A64.4                                                                                                           | In Above             | Included             | In Above              | In Above    | In Above             | In Above        |
| Bidg 1 - (22)                                                                                                                                         | In Above             | Included             | In Above              | In Above    | In Above             | In Above        |
| Bidg 2 - (5)                                                                                                                                          | In Above             | Included             | In Abové              | In Above    | In Above             | In Above        |
| Bldg 3 - (4)                                                                                                                                          | In Abave             | Included             | In Above              | In Above    | In Above             | In Above        |
| Bldg 4 - (10)                                                                                                                                         | In Above             | Included             | In Above              | In Above    | In Above             | In Above        |
| HSS Columns at 2nd Floor - 18/A64.4                                                                                                                   | In Above             | 5,000                | In Above              | In Above    | In Above             | In Above        |

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| Bid Evaluation Report                  |                     |            |                       |            |                        | RNARDS          |
|----------------------------------------|---------------------|------------|-----------------------|------------|------------------------|-----------------|
| Painting                               | Elm Street          | Elementary | School Reco           | nstruction | Job Number<br>Bid Date | Elm             |
| ······································ |                     | Subcon     | Date Printed          | 12/7/2016  |                        |                 |
| Description                            | Triumph<br>Painting | Borbon Inc | Channel Coast<br>Corp | Vanguard   | Prime Painting         | Valley Painting |
| TOTALS                                 | 390,734             | 336,775    | 374,322               | 329,600    | 330,000                | 463,465         |
| Recommendation:                        | Amount              |            |                       |            | 1                      |                 |
| Vanguard                               | 329,600             |            |                       |            |                        |                 |

| Painting                                                                                                                        | Elm Street   | Elementary<br>Subcont  | Job Number<br>Bid Date                 | Elm<br>12/7/2016                                                                                                 |   |                                        |
|---------------------------------------------------------------------------------------------------------------------------------|--------------|------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------|---|----------------------------------------|
|                                                                                                                                 |              | Date Printed           | 12/6/2016                              |                                                                                                                  |   |                                        |
| Description                                                                                                                     | Guy Smithson | Pacific Painting<br>Co | ISR Painting                           |                                                                                                                  |   |                                        |
| Base Bid                                                                                                                        | 368,123      | 343,000                | Incomplete                             | <br> <br>                                                                                                        |   | ······································ |
| Spec #: 099000<br>Spec #:                                                                                                       | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                                 | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                                     | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Acknowledgment of Addendum 1                                                                                                    | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Bid Good for 60 Days                                                                                                            | Included     | Included               |                                        | and the second second                                                                                            |   |                                        |
| Prevailing Wage                                                                                                                 | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Prequalification per Bid Invite                                                                                                 | N/A          | N/A                    |                                        | 1                                                                                                                |   |                                        |
|                                                                                                                                 | N/A          | N/A                    | ······                                 | 1                                                                                                                |   |                                        |
| Painting and Coating                                                                                                            |              |                        | ······································ |                                                                                                                  |   |                                        |
| BOD - Dunn Edwards or EM, PPG, SW, Vista                                                                                        | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Colors TBD - RFI 10                                                                                                             | Included     | Included               |                                        | and the second |   |                                        |
| Bidg 1 Finish Sch - A1-53.1                                                                                                     | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Bidg 2 Finish Sch - A2-53.1                                                                                                     | Included     | Included               |                                        | Sectored Sector 1                                                                                                |   |                                        |
| Bldg 3 Finish Sch - A3-53.1                                                                                                     | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Bldg 4 Finish Sch - A4-53.1                                                                                                     | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| (2) Top Coats and (1) Coat Primer                                                                                               | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Exterior Plaster All Bidgs                                                                                                      | Included     | Included               | and the order of the task              |                                                                                                                  |   |                                        |
| Walls and Ceilings                                                                                                              | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Insulated and Exposed Pipes, Ducts, Conduit,<br>Hangers, Brackets, Collars and Supports,<br>Mechanical and Electrical Equipment | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Shop-Primed Items                                                                                                               | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| High Performance Coating at Ext. Hand and<br>Guardrails - A63.2                                                                 | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Exterior Stairs Shop Primed and Painted                                                                                         | Included     | Included               |                                        |                                                                                                                  |   |                                        |
| Intumescent Fireproofing                                                                                                        | 110,000      | 110,000                |                                        | 1                                                                                                                | 1 |                                        |
| HSS Steel at Ext. Column Covers per 3/A64.4                                                                                     | In Above     | In Above               |                                        | 1                                                                                                                |   |                                        |
| Bldg 1 - (22)                                                                                                                   | In Above     | In Above               |                                        |                                                                                                                  |   |                                        |
| Bldg 2 - (5)                                                                                                                    | In Above     | In Above               |                                        |                                                                                                                  |   |                                        |
| Bldg 3 - (4)                                                                                                                    | In Above     | In Above               |                                        | ]                                                                                                                |   |                                        |
| Bldg 4 - (10)                                                                                                                   | In Above     | In Above               |                                        |                                                                                                                  |   |                                        |
|                                                                                                                                 | In Above     | In Above               |                                        |                                                                                                                  |   |                                        |

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| Bid Evaluation Report |              |                        |              |             |                        |                  |  |  |
|-----------------------|--------------|------------------------|--------------|-------------|------------------------|------------------|--|--|
| Painting              | Elm Street   | Elementary             | School Reco  | onstruction | Job Number<br>Bid Date | Eim<br>12/7/2016 |  |  |
|                       |              | Subcont                | Date Printed | 12/6/2016   |                        |                  |  |  |
| Description           | Guy Smithson | Pacific Painting<br>Co | ISR Painting |             |                        |                  |  |  |
| TOTALS                | 478,123      | 453,000                | 0            | 0           | 0.                     | 0                |  |  |
| Recommendation:       | Amount       |                        |              | 1           |                        |                  |  |  |
| Vanguard              | 329,600      |                        |              |             |                        |                  |  |  |

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| Visual Display Boards                                           | Elm Street          | Elementary | Job Number<br>Bid Date | Elm<br>12/7/2016                       |                                        |                                        |
|-----------------------------------------------------------------|---------------------|------------|------------------------|----------------------------------------|----------------------------------------|----------------------------------------|
|                                                                 |                     | Subcon     |                        | Date Printed                           | 12/6/2016                              |                                        |
| Description                                                     | ABC School<br>Equip | Claridge   | SDI                    |                                        |                                        |                                        |
| Base Bid                                                        | 398,807             | 525,000    | 527,666                |                                        |                                        |                                        |
| Spec #: 101101                                                  | Included            | Included   | Included               | 1                                      |                                        |                                        |
| Spec #:                                                         |                     |            |                        |                                        |                                        |                                        |
| Furnished, Installed, FOB Jobsite, Tax Included                 | Included            | Included   | Included               | 1                                      |                                        |                                        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                     | Included            | Included   | Included               |                                        |                                        |                                        |
| Acknowledgment of Addendum 1                                    | Included            | Included   | Included               |                                        |                                        |                                        |
| Bid Good for 60 Days                                            | 60 Days             | 90 Days    | Included               |                                        |                                        |                                        |
| Prevailing Wage                                                 | Included            | Included   | Included               | •••••••••••••••••••••••••••••••••••••• | · · · · · · · · · · · · · · · · · · ·  |                                        |
| Pregualification per Bid Invite                                 | N/A                 | N/A        | N/A                    |                                        |                                        |                                        |
| Attachment C Acknowledgement                                    | N/A                 | N/A        | N/A<br>N/A             | ······································ |                                        |                                        |
| Automatical Checkomedgement                                     |                     |            | 1975                   |                                        |                                        | ·                                      |
| Visual Display Boards                                           |                     |            |                        |                                        |                                        |                                        |
| MFR - MooreCo, Claridge or Polyvision                           | Polyvision          | Claridge   | Per Specs              |                                        |                                        |                                        |
| Marker & Tack Boards                                            | Included            | Included   | Included               | 3                                      |                                        |                                        |
| Mounting Details 12/A64.3                                       | Included            | Included   | Included               | 1                                      |                                        |                                        |
| Bldg 1 - Classroom                                              | Included            | Included   | Included               |                                        |                                        |                                        |
| Horizontal Sliding Unit Wall System by Claridge per<br>13/A64.3 | Included            | Included   | Included               |                                        |                                        |                                        |
| (4) per Classroom & (3) in RSP Rm = (87) Total                  | 53,650              | Included   | Included               | /                                      |                                        |                                        |
| Markerboards 4x8 (164)                                          | 58,000              | Included   | Included               |                                        |                                        |                                        |
| Markerboards 4x5.5 (8)                                          | Included            | Included   | Included               |                                        |                                        |                                        |
| Tackboards 4x8 (40)                                             | Included            | Included   | Included               |                                        |                                        |                                        |
| Tackboards 4x6 (20)                                             | Included            | Included   | Included               |                                        |                                        |                                        |
| Tackboards 4x5.5 (4)                                            | Included            | Included   | Included               |                                        | _                                      |                                        |
| Bldg 4 - Kindergarten                                           | Included            | Included   | Included               |                                        |                                        |                                        |
| Horizontal Sliding Unit Wall System by Claridge per<br>13/A64.3 | Included            | Included   | Included               |                                        |                                        |                                        |
| (3) per Classroom = (12) Total                                  | 17,400              | Included   | Included               | ···.                                   |                                        |                                        |
| Markerboards 4x8 (12)                                           | Included            | Included   | Included               |                                        |                                        |                                        |
| Markerboards 4x6 (4)                                            | Included            | Included   | Included               |                                        |                                        |                                        |
| Tackboards 4x8 (10)                                             | Included            | Included   | Included               |                                        |                                        |                                        |
| Tackboards 4x6 (6)                                              | Included            | Included   | Included               |                                        |                                        |                                        |
| OTALS                                                           | 527,857             | 525,000    | 527,666                | 0                                      | 0                                      | 0                                      |
| Recommendation:                                                 | Amount              |            | HITE                   |                                        | ······································ |                                        |
| Claridge                                                        | 525,000             |            |                        |                                        |                                        | ······································ |

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| Signage                                                                  | Elm Street  | Elementary | Job Number<br>Bid Date | Elm                                    |                         |                                       |
|--------------------------------------------------------------------------|-------------|------------|------------------------|----------------------------------------|-------------------------|---------------------------------------|
|                                                                          |             | -          | tractors               |                                        | Date Printed            | 12/7/2016                             |
|                                                                          |             | Subcor     | tractors               |                                        |                         | 12/6/2016<br>John Pence Bidg          |
| Description                                                              | A2Z Sign Co | CA Signs   | Kendall Sign           | A Good Sign                            | CA Signs - San<br>Diego | Spec.                                 |
| Base Bid                                                                 | 21,174      | 38,617     | 13,128                 | 62,975                                 | 16,205                  | 21,860                                |
| Spec #: 101400                                                           | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Spec #:                                                                  |             |            |                        |                                        |                         |                                       |
| Furnished, Installed, FOB Jobsite, Tax Included                          | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                              | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Acknowledgment of Addendum 1                                             | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Bid Good for 60 Days                                                     | Included    | Included   | Included               | Included                               | Included                | · · · · · · · · · · · · · · · · · · · |
| Prevailing Wage                                                          | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Pregualification per Bld Invite                                          | N/A         | N/A        | N/A                    | N/A                                    | N/A                     | N/A                                   |
| Attachment C Acknowledgement                                             | N/A         | N/A        | N/A                    | N/A                                    | N/A                     | N/A                                   |
| Signage                                                                  |             |            |                        |                                        |                         |                                       |
| Signage at Each Bldg per Floor Plans and Elevations                      | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Sign Schedule per Gen-3 Sheet & Specs                                    | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Room Signs                                                               | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Exit Signs                                                               | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Stair Signs at Classroom Bidg                                            | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Restroom Signs                                                           | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Assistive Listening Signage                                              | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Occupancy Signs                                                          | Included    | Included   | Included               | Included                               | Included                | Included                              |
| ADA Signage                                                              | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Bldg 3 - Ext. Aluminum Letters - 11/A64.4 (No<br>Callouts on Elevations) | 6,500       | Included   | 6,500                  | 6,500                                  | 6,500                   | 6,500                                 |
| Site Signage                                                             | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Marquee Sign - 15/A64.4                                                  | 12,330      | 12,330     | 12,330                 | Included                               | 12,330                  | 12,330                                |
| Install Daktronic Sign                                                   | 5,600       | 5,600      | 5,600                  | Included                               | 5,600                   | 5,600                                 |
| Electronic Sign                                                          | Included    | Included   | Included               | Included                               | Included                | Included                              |
| MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-<br>9" x 3'-8")            | Included    | Included   | Included               | Included                               | Included                | Included                              |
| Electronic Message Board at MPR Bidg per 1/A2-<br>21.1 & 17/A64.4        | 17,627      | 17,627     | 17,627                 | Included                               | 17,627                  | 17,627                                |
| Install Daktronic Sign                                                   | 5,600       | 5,600      | 5,600                  | Included                               | 5,600                   | 5,600                                 |
| OTALS                                                                    | 68,831      | 79,774     | 60,785                 | 69,475                                 | 63,862                  | 69,517                                |
| Recommendation:                                                          | Amount      |            |                        | ······ ••••••••••••••••••••••••••••••• | 1<br>2<br>2             |                                       |
| Kendall Sign                                                             | 60,785      |            |                        |                                        |                         |                                       |

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| Toilet Compartments & Accessories                                                                                             | Elm Street            | Elementary   | Job Number<br>Bid Date | Eim<br>12/7/2016         |   |   |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|------------------------|--------------------------|---|---|
| <u></u>                                                                                                                       | 1                     | Date Printed | 12/6/2016              |                          |   |   |
| Description                                                                                                                   | Inland Empire<br>Arch | SDI          | Russco                 | John Pence Bldg<br>Spec. |   |   |
| Base Bid                                                                                                                      | 43,157                | 48,061       | 51,001                 | 54,200                   |   |   |
| Spec #: 102113.19, 102800                                                                                                     | Included              | Included     | Included               | Included                 |   |   |
| Spec #:                                                                                                                       |                       |              |                        |                          |   |   |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                               | Included              | Included     | Included               | Included                 |   |   |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                                   | Included              | Included     | Included               | Included                 |   |   |
| Acknowledgment of Addendum 1                                                                                                  | Included              | Included     | Included               | Included                 |   |   |
| Bid Good for 60 Days                                                                                                          | 30 Days               | 30 Days      | 30 Days                | 90 Days                  |   |   |
| Prevailing Wage                                                                                                               | Included              | Included     | Included               | Included                 |   |   |
| Prequalification per Bid Invite                                                                                               | N/A                   | N/A          | N/A                    | N/A                      |   |   |
| Attachment C Acknowledgement                                                                                                  | N/A                   | N/A          | N/A                    | N/A                      |   |   |
| Toilet Compartments & Accessories                                                                                             |                       |              |                        |                          |   |   |
| MFR - Ampco, Metpar, PSI, Scranton or Bradley                                                                                 | Included              | Included     | Included               | Included                 |   |   |
| Urinal & Vestibule Screens                                                                                                    | Included              | Included     | Included               | Included                 |   |   |
| Solid Plastic Compartments                                                                                                    | Included              | Included     | Included               | Included                 |   |   |
| Accessories, Hand Dryers, Mirrors, Shower Curtain<br>Rods, Clothes Hooks, Utility Shelves Shower<br>Curtains Map/Broom Holder | 5;600                 | Included     | 5,600                  | 5,600                    |   |   |
| Bldg 1 - Classroom per A1-41.3 & A1-51.1 & 2                                                                                  | Included              | Included     | Included               | Included                 |   |   |
| Rms - 103, 105, 110, 111, 203, 205                                                                                            | Included              | Included     | Included               | Included                 |   |   |
| Rm - 113                                                                                                                      | Included              | Included     | Included               | Included                 |   |   |
| Janitors Closets - 104, 112, 204                                                                                              | Included              | Included     | Included               | Included                 |   |   |
| Bldg 2 - MPR per 2/A2-41.1 & A2-51.1                                                                                          | Included              | Included     | Included               | Included                 |   |   |
| Rm - 114                                                                                                                      | Included              | Included     | Included               | Included                 |   |   |
| Bldg 3 - Admin per A3-41.1 & A3-51.1                                                                                          | Included              | Included     | Included               | Included                 |   |   |
| Rms - 117, 118                                                                                                                | Included              | Included     | Included               | Included                 |   |   |
| Rm - 115                                                                                                                      | Included              | Included     | Included               | Included                 |   |   |
| Bldg 4 - Kindergarten per A4-41.1 & 2 & A4-51.2                                                                               | Included              | Included     | Included               | Included                 |   |   |
| Rms - 107, 108, 112, 113                                                                                                      | Included              | Included     | Included               | Included                 |   |   |
| Sink Vestibules 106 & 111                                                                                                     | Included              | Included     | Included               | Included                 |   |   |
| Janitors Closet - 114                                                                                                         | Included              | Included     | Included               | Included                 |   |   |
| DTALS                                                                                                                         | 48,757                | 48,061       | 56,601                 | 59,800                   | 0 | 0 |
| Recommendation:                                                                                                               | Amount                |              |                        |                          |   |   |
| SDI                                                                                                                           | 48,061                |              | ·······                |                          |   |   |

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|                                                          |                | Job Number | Elm       |              |           |   |
|----------------------------------------------------------|----------------|------------|-----------|--------------|-----------|---|
| Food Service Equipment                                   | Elm Street E   | Bid Date   | 12/7/2016 |              |           |   |
|                                                          |                | Subcon     |           | Date Printed | 12/6/2016 |   |
| Description                                              | Kamran and Co, | Kitcor     | RW Smith  | East Bay     | Boelter   |   |
| Base Bid                                                 | 349,000        | 373,116    | 389,400   | 396,000      | 353,000   |   |
| Spec #: 114000                                           | Included       | Included   | Included  | Included     | Included  |   |
| Spec #:                                                  |                |            |           |              |           |   |
| Furnished, Installed, FOB Jobsite, Tax Included          | Included       | Included   | Included  | Included     | Included  |   |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016              | Included       | Included   | Included  | Included     | Included  |   |
| Acknowledgment of Addendum 1                             | Included       | Included   | Included  | Included     | Included  |   |
| Bid Good for 60 Days                                     | 90 Days        | Included   | 60 Days   | 30 Days      | 30 Days   |   |
| Prevailing Wage                                          | Included       | Included   | Included  | Included     | Included  |   |
| Prequalification per Bid Invite                          | N/A            | N/A        | N/A       | N/A          | N/A       |   |
| Attachment C Acknowledgement                             | N/A            | N/A        | N/A       | N/A          | N/A       |   |
| Food Service Equipment                                   |                |            |           |              |           |   |
| Equip Schedule per Specs & FS-201                        | Included       | Included   | Included  | Included     | Included  |   |
| Kitchen in MPR Bidg 2 - A2-41.1                          | Included       | Included   | Included  | Included     | Included  |   |
| Remote Refrigeration Rack on Roof - A2-11.2 & FS-<br>502 | Included       | Included   | Included  | Included     | Included  |   |
| Walk-In Freezer & Cooler - FS-503                        | Included       | Included   | Included  | Included     | Included  |   |
| Hood Detalls - FS-602 & 3                                | Included       | Included   | Included  | Included     | Included  |   |
| Substitutions Allowed per RFI 29                         | Included       | Included   | Included  | Included     | Included  |   |
|                                                          |                |            |           |              |           |   |
|                                                          |                |            |           |              |           |   |
| ·                                                        |                |            |           |              |           |   |
|                                                          |                |            |           |              |           |   |
|                                                          |                |            |           |              |           |   |
|                                                          |                |            | I         | ····· ·      |           |   |
| OTALS                                                    | 349,000        | 373,116    | 389,400   | 396,000      | 353,000   | 0 |
| Recommendation:                                          | Amount         |            |           |              | i         |   |
| Kamran and Co.                                           | 349,000        |            |           |              |           |   |

| Window Coverings                                           | Elm Street              | Elementary :                          |         | onstruction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Job Number<br>Bid Date<br>Date Printed | Elm<br>12/7/2016<br>12/6/2016 |
|------------------------------------------------------------|-------------------------|---------------------------------------|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------|
| Description                                                | Sheward & Son<br>& Sons | Subcont<br>Diversified<br>Window      | ractors | al and a second s |                                        |                               |
| Base Bid                                                   | 24,950                  | 41,006                                |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        | ·····                         |
| Spec #: 122113<br>Spec #:                                  | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | · · · ·                                |                               |
| Furnished, Installed, FOB Jobsite, Tax Included            | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Acknowledgment of Addendum 1                               | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Bid Good for 60 Days                                       | 90 Days                 | 90 Days                               |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Prevailing Wage                                            | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Prequalification per Bid Invite                            | N/A                     | N/A                                   |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Attachment C Acknowledgement                               | N/A                     | N/A                                   | ······  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Window Coverings                                           | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| MFR - Levelor, HD, Spring                                  | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Bidg 3 - Admin                                             | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| All Windows Interior and Exterior per Note 134/A3-<br>11.1 | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Bldg 4 - Kindergarten                                      | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| Windows per Floor Plan on A4-11.1, Note 134                | Included                | Included                              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
|                                                            |                         |                                       |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |
| OTALS                                                      | 24,950                  | 41,006                                | 0       | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0                                      | 0                             |
| Recommendation:                                            | Amount                  |                                       |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ę.                                     |                               |
| Sheward & Son & Sons                                       | 24,950                  | · · · · · · · · · · · · · · · · · · · |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        |                               |

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| Bid Evaluation Report                                                  |            |                                        |                          |                        |          |   |  |  |  |
|------------------------------------------------------------------------|------------|----------------------------------------|--------------------------|------------------------|----------|---|--|--|--|
| Elevators                                                              | Elm Street | Elementary                             | Job Number               | Eim                    |          |   |  |  |  |
|                                                                        |            | Subcon                                 | Bid Date<br>Date Printed | 12/7/2016<br>12/6/2016 |          |   |  |  |  |
| Description                                                            | Otis       |                                        |                          |                        |          |   |  |  |  |
| Base Bid                                                               | 135,000    | · · · · · · · · · · · · · · · · · · ·  |                          |                        |          |   |  |  |  |
| Spec #: 142010-AD1                                                     | Included   |                                        |                          |                        |          |   |  |  |  |
| Spec #:                                                                | Included   |                                        |                          |                        |          |   |  |  |  |
|                                                                        |            | ······································ |                          |                        |          |   |  |  |  |
| Furnished, Installed, FOB Jobsite, Tax Included                        | Included   |                                        |                          |                        |          |   |  |  |  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                            | Included   |                                        |                          |                        |          |   |  |  |  |
| Acknowledgment of Addendum 1                                           | Included   |                                        |                          |                        |          |   |  |  |  |
| Bid Good for 60 Days                                                   | 30 Days    |                                        |                          |                        |          |   |  |  |  |
| Prevailing Wage                                                        | Included   |                                        |                          |                        |          |   |  |  |  |
| Prequalification per Bid Invite                                        | N/A        |                                        |                          |                        |          |   |  |  |  |
| Attachment C.Acknowledgement                                           | N/A        |                                        |                          |                        |          |   |  |  |  |
| Elevators                                                              | )          |                                        |                          |                        |          |   |  |  |  |
| Deferred Approval                                                      | Included   |                                        |                          |                        |          |   |  |  |  |
| MFR - ThyssenKrupp, Otis or Schindler                                  | Included   |                                        |                          |                        |          |   |  |  |  |
| Hydraulic Elevator                                                     | Included   |                                        |                          |                        |          |   |  |  |  |
| Bidg 1 - Classroom                                                     | Included   |                                        |                          |                        | ····     |   |  |  |  |
| Elevator No. 1: 3500#, 100ft/min, 2 Stops, 2<br>Openings per AD1 Specs | 8,500      |                                        |                          |                        |          | _ |  |  |  |
| Standard Interior Finishes per 2/Gen-6                                 | Included   |                                        |                          |                        |          |   |  |  |  |
| Make Connection Between Fire Alarm Relay and<br>Elevator Controller    | Included   |                                        |                          |                        |          |   |  |  |  |
| Elevator Hostway Scaffolding                                           | Included   |                                        |                          |                        |          |   |  |  |  |
| Hoisting                                                               | Included   |                                        |                          | -                      |          |   |  |  |  |
|                                                                        |            |                                        |                          |                        |          |   |  |  |  |
| · · · · · · · · · · · · · · · · · · ·                                  |            |                                        |                          |                        |          |   |  |  |  |
| OTALS                                                                  | 143,500    | 0                                      | 0                        | 0                      | D        | 0 |  |  |  |
| Recommendation:                                                        | Amount     |                                        |                          |                        | <u>.</u> |   |  |  |  |
| Otis                                                                   | 143,500    |                                        |                          |                        |          |   |  |  |  |

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| Fire Sprinklers                                     | Elm Street              | Elementary    | Job Number<br>Bid Date                | Elm<br>12/7/2016 |              |           |
|-----------------------------------------------------|-------------------------|---------------|---------------------------------------|------------------|--------------|-----------|
| <u>, _,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>       |                         | Subcon        | tractors                              |                  | Date Printed | 12/6/2016 |
| Description                                         | Apex Fire<br>Protection | Superior Fire |                                       |                  |              |           |
| Base Bid                                            | 501,200                 | 268,790       |                                       |                  |              |           |
| Spec #: 212000                                      | Included                | Included      |                                       |                  |              |           |
| Spec #:                                             |                         |               |                                       |                  |              |           |
|                                                     |                         |               |                                       |                  |              |           |
| Furnished, Installed, FOB Jobsite, Tax Included     | Included                | Included      |                                       |                  |              |           |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016         | Included                | Included      |                                       |                  |              |           |
| Acknowledgment of Addendum 1                        | Included                | Included      | · · · · · · · · · · · · · · · · · · · |                  |              |           |
| Bid Good for 60 Days                                | 60 Days                 | Included      |                                       |                  |              | ·····     |
| Prevailing Wage                                     | Included                | Included      |                                       |                  |              |           |
| Prequalification per Bld Invite                     | Yes                     | Yes           |                                       |                  |              |           |
| Attachment C Acknowledgement                        | <u>N/A</u>              | N/A           |                                       |                  |              |           |
| Fire Sprinklers                                     |                         |               |                                       |                  |              |           |
| MFR - Tyco                                          | Included                | Included      |                                       |                  |              |           |
| Standard Upright, Pendent, Sidewall Sprinklers      | Included                | Included      |                                       | 1                |              |           |
| Bidg 1 - Classroom - FP02 & 3                       | Included                | Included      |                                       |                  |              |           |
| Bldg 2 - MPR - FP04                                 | Included                | Included      |                                       |                  |              |           |
| Bldg 3 - Admin - FP05                               | Included                | Included      |                                       |                  |              |           |
| Bldg 4 - Kinder - FP06                              | Included                | Included      |                                       |                  |              |           |
| 4" Fire Riser at Each Bldg - 1/FP07                 | Included                | Included      |                                       |                  |              |           |
| POC 5' Outside of Bldg                              | Included                | Included      |                                       | <u> </u>         |              |           |
| Upright Sprinkler Deflectors as Shown               | Included                | Included      |                                       |                  |              |           |
| Brass or White Finish                               | Included                | Included      |                                       |                  |              |           |
| Heads to be Centered in ACT Panels                  | Included                | Included      |                                       |                  |              |           |
| Furnish & Install Sleeves                           | Included                | Included      |                                       |                  |              |           |
| All Seismic Bracing, Hangers, Embeds as Required    | Included                | Included      |                                       |                  |              |           |
| Hydrostatic Testing at 200 PSI for (2) Hours        | Included                | Included      |                                       |                  |              |           |
| All Gauges, Valves, Flow and Tamper Switches        | Included                | Included      |                                       |                  |              |           |
| Sound and Vibration Control                         | Included                | Included      |                                       |                  |              |           |
| All Bracing and Hangers - FP07                      | Included                | Included      |                                       |                  |              | *****     |
| Firestopping & Sealants as Required at Penetrations | Included                | Included      |                                       |                  |              |           |
| BIM Requirements                                    | 18,700                  | 15,000        |                                       |                  |              |           |
| OTALS                                               | 519,900                 | 283,790       | 0                                     | 0                | 0            | 0         |
| Recommendation:                                     | Amount                  |               |                                       | <u></u>          |              |           |
| Superior Fire                                       | 283,790                 |               |                                       |                  |              |           |

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|                                                                              | Elm Street E    | Job Number<br>Bid Date | Elm<br>12/7/2016 |                         |              |              |
|------------------------------------------------------------------------------|-----------------|------------------------|------------------|-------------------------|--------------|--------------|
|                                                                              |                 | Subcor                 | tractors         |                         | Date Printed | 12/6/2016    |
| Description                                                                  | Ground Breakers | Tore Ent.              | J. Vega Eng,     | Burns Pacific<br>Const. |              |              |
| Base Bid                                                                     | 671,450         | 513,546                | 456,457          | 526,000                 |              |              |
| Spec #: 331000, 333000, 334000                                               | Included        | Included               | Included         | Included                |              |              |
| Spec #:                                                                      |                 |                        |                  |                         |              |              |
| Furnished, Installed, FOB Jobsite, Tax Included                              | Included        | Included               | Included         | Included                |              |              |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                  | Included        | Included               | Included         | Included                |              |              |
| Acknowledgment of Addendum 1                                                 | Included        | Included               | Included         | Included                |              |              |
| Bid Good for 60 Days                                                         | Included        | 60 Days                | Included         | Included                |              |              |
| Prevailing Wage                                                              | Included        | Included               | Included         | Included                |              |              |
| Pregualification per Bid Invite                                              | N/A             | N/A                    | N/A              | N/A                     |              | en auto esta |
| Attachment C Acknowledgement                                                 | N/A             | N/A                    | N/A              | N/A                     |              |              |
| Site Utilities                                                               | Included        | Included               | Included         | Included                |              |              |
| Utility Location (C Below)                                                   | 2,450           | 2,450                  | 2,450            | 2,450                   |              |              |
| Cutting and Capping of Existing Utilities                                    | Included        | Included               | Included         | Included                |              |              |
| Layout and Trenching                                                         | Included        | Included               | Included         | Included                |              | ······       |
| Sawcuting for New Utilities                                                  | 3,584           | 3,584                  | 3,584            | Included                |              |              |
| Traffic Control                                                              | Included        | Included               | Included         | Included                |              |              |
| Traffic Rated Trench Plates                                                  | Included        | Included               | Included         | Included                |              |              |
| Temp Asphalt Patching                                                        | 2,048           | 2,048                  | 2,048            | Included                |              |              |
| Excavation Spoils Stockpile                                                  | Included        | Included               | Included         | Included                |              |              |
| Pressure Test and Flush System                                               | Included        | Included               | Included         | Included                |              |              |
| Sewer                                                                        | Included        | Included               | Included         | Included                |              |              |
| 6" SDR 35 PVC Sewer Line                                                     | Included        | Included               | Included         | Included                |              |              |
| Cleanouts (8)                                                                | Included        | Included               | Included         | Included                |              |              |
| All Piping and Connections to Main line (2)                                  | 3,000           | 3,000                  | 3,000            | 2,600                   |              |              |
| Storm Drain                                                                  | Included        | Included               | Included         | Included                |              |              |
| 6",8",12" & 18" HDPE Storm Drain Pipe                                        | Included        | Included               | Included         | Included                |              |              |
| 18"x18" Prefabricated Catch Basins - 10/C02 (3)                              | Included        | Included               | Included         | Included                |              |              |
| 18"x18" Prefabricated Catch Basin at Biofiltration -<br>11/C02 (3)           | Included        | Included               | Included         | Included                |              |              |
| 24"x24" Prefabricated Catch Basin at Biofiltration -<br>11/C02 (1)           | Included        | Inciuded               | Included         | Included                |              |              |
| Storm Drain Manhole per Riverside County Flood<br>Control, STD, MH251 (C4.4) | Included        | Included               | Included         | Included                |              |              |
| Contech Detention System at Parking Lot per C10 -<br>C13                     | Included        | Included               | Included         | Included                |              |              |

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|                                                                                                            | Eim Street      | Elementary     | Job Number<br>Bid Date | Elm<br>12/7/2016        |                                        |                                        |
|------------------------------------------------------------------------------------------------------------|-----------------|----------------|------------------------|-------------------------|----------------------------------------|----------------------------------------|
|                                                                                                            |                 | Subcon         | Date Printed           | 12/6/2016               |                                        |                                        |
| Description                                                                                                | Ground Breakers | Taro Ent.      | J. Vega Eng.           | Burns Pacific<br>Const. |                                        |                                        |
| (2) Catch Basins Under Each Playground Rubber<br>Surface and Tied Into SD System per 7/A63.5 & (RFI<br>43) | 3,500           | 3,500          | 3,500                  | Included                |                                        |                                        |
| 47)<br>Roof Drain Connections (15)                                                                         | 9,000           | 9,000          | Included               | 8,245                   |                                        |                                        |
| Street Work (Sewer and Storm Trench Repairs<br>Only)                                                       | See Allowances  | See Allowances | See Allowances         | See Allowances          |                                        |                                        |
| Base Pave Trenches                                                                                         | See Allowances  | See Allowances | See Allowances         | See Allowances          |                                        |                                        |
| Trench Repair                                                                                              | See Allowances  | See Allowances | See Allowances         | See Allowances          |                                        |                                        |
| Grind Existing                                                                                             | See Allowances  | See Allowances | See Allowances         | See Allowances          |                                        |                                        |
| Overlay with 1-1/2" Asphalt                                                                                | See Allowances  | See Allowances | See Allowances         | See Allowances          |                                        |                                        |
| Lane Closure/Traffic Control                                                                               | See Allowances  | See Allowances | See Allowances         | See Allowances          |                                        |                                        |
| Fire Water per C-08 (RFI 4)                                                                                | Included        | Included       | Included               | Included                |                                        | · · · ·                                |
| 6" & 8" Class 150 C900 PVC Water Line                                                                      | Included        | Included       | Included               | Included                |                                        |                                        |
| Thrust Blocks - 320/C04                                                                                    | Included        | Included       | Included               | Included                |                                        |                                        |
| Fire Hydrants per 300/C04 (3)                                                                              | Included        | Included       | Included               | Included                |                                        |                                        |
| 8" Double Check Detector Backflow - 311/C04                                                                | Included        | Included       | Included               | Included                |                                        | t<br>j                                 |
| Post Indicator Valves (3)                                                                                  | Included        | Included       | Included               | Included                | ······································ |                                        |
| FDC (3)                                                                                                    | Included        | Included       | included               | Included                |                                        | †                                      |
| Fire Hydrant Bollards/Footings - 301/C04 (12)                                                              | In Site Conc    | In Site Conc   | In Site Conc           | In Site Conc            |                                        |                                        |
| Fire Sprinkler Connections - 5' Outside Bldg                                                               | 3,000           | 3,000          | 3,000                  | 2,600                   | ··· · ··· · · ··· · · · · · · · · · ·  | 1                                      |
| Domestic Water and Irrigation                                                                              | Included        | Included       | Included               | Included                |                                        |                                        |
| 6" Class 150 C900 Water Line                                                                               | Included        | Included       | Included               | Included                |                                        | ······································ |
| 6" Meter and Backflow - 310/C04 (2)                                                                        | Included        | Included       | Included               | Included                |                                        |                                        |
| Connect to Existing Water Line                                                                             | Included        | Included       | Included               | Included                |                                        |                                        |
| Gas                                                                                                        | Included        | 40,000         | Included               | Included                |                                        |                                        |
| Gas Lines per Plumbing P005                                                                                | Included        | Included       | Included               | Included                |                                        |                                        |
| Performance Contingency                                                                                    | N/A             | N/A            | 45,000                 | N/A                     |                                        |                                        |
| TALS                                                                                                       | 698,032         | 580,128        | 519,039                | 541,895                 | 0                                      | <u>^</u>                               |
| /IAL5                                                                                                      | 098,032         | 300,120        | 212,032                | 341,895                 | U                                      | U.                                     |
| Recommendation:                                                                                            | Amount          |                | <u>i</u>               | ,                       |                                        |                                        |

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| Plumbing                                                                                                                                          | Elm Street     | Elementary     | Job Number<br>Bid Date | Elm<br>12/7/2016 |                       |                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|------------------------|------------------|-----------------------|---------------------------------------|
|                                                                                                                                                   |                | Subcon         | tractors               |                  | Date Printed          | 12/6/2016                             |
| Description                                                                                                                                       | Smith Elec.    | HL Moe Co.     | Suttles<br>Plumbing    | City Commercial  | Precision<br>Plumbing |                                       |
| Base Bid                                                                                                                                          | 744,973        | 879,641        | 760,000                | 722,000          | 706,474               |                                       |
| Spec #: 220500, 220513, 220553, 220700, 221000<br>Spec #:                                                                                         | Included       | Included       | Included               | Included         | Included              |                                       |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                                                   | Included       | Included       | Included               | Included         | Inciuded              |                                       |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                                                       | Included       | Included       | Included               | Included         | Included              |                                       |
| Acknowledgment of Addendum 1                                                                                                                      | Included       | Included       | Included               | Included         | Included              |                                       |
| Bid Good for 60 Days                                                                                                                              | Included       | Included       | Included               | Included         | 15 Days               |                                       |
| Prevailing Wage                                                                                                                                   | Included       | Included       | Included               | Included         | Included              |                                       |
| Pregualification per Bid Invite                                                                                                                   | Yes            | Yes            | Yes                    | Yes              | Yes                   |                                       |
| Attachment C Acknowledgement                                                                                                                      | Included       | Included       | Included               | Included         | Included              | · · · · · · · · · · · · · · · · · · · |
| Plumbing                                                                                                                                          | Included       | Included       | Included               | Included         | Included              | <b></b>                               |
| Temporary Water Service & Distribution                                                                                                            | 7,500          | 7,500          | 7,500                  | 7,500            | 7,500                 |                                       |
| All Related Trenching / Backfill                                                                                                                  | Included       | Included       | Included               | Included         | Included              |                                       |
| Sewer and Storm Stub Out to 5' - P002                                                                                                             | Included       | Included       | Included               | Included         | Included              |                                       |
| Site Gas Riser Plans - P005                                                                                                                       | Included       | Included       | Included               | Included         | Included              |                                       |
| Plumbing Fixtures per Sch on P004                                                                                                                 | Included       | Included       | Included               | Included         | Included              |                                       |
| Water Heaters - WH1-4 per 1/P503                                                                                                                  | Included       | Included       | Included               | Included         | Included              |                                       |
| Floor Mounted WC per RFI 44                                                                                                                       | Included       | Included       | Included               | Included         | Included              |                                       |
| Custodial Sinks - 4/P502                                                                                                                          | Included       | Included       | Included               | Included         | Included              |                                       |
| Grease Interceptor - 1200 GA at MPR Bldg 2 - 8/P502<br>& 2/P503                                                                                   | Included       | Included       | Included               | Included         | Included              |                                       |
| Domestic Water                                                                                                                                    | Included       | Included       | Included               | Included         | Included              |                                       |
| Sanitary Sewer                                                                                                                                    | Included       | Included       | Included               | Included         | Included              |                                       |
| Storm Drain                                                                                                                                       | included       | Included       | Included               | Included         | Included              |                                       |
| Gas Piping (Shown at MPR per P2-2.1 & Admin per<br>P3-2.2) **Missing Plan/Risers at Classroom Bldg**<br>(RFI 45 - Not Answered With Correct Info) | See Allowances | See Allowances | See Allowances         | See Allowances   | See Allowances        |                                       |
| HW / CW Piping                                                                                                                                    | Included       | Included       | Included               | Included         | Included              |                                       |
| 2, 3, 4" Sewer & Vent Piping                                                                                                                      | Included       | Included       | Included               | Included         | Included              |                                       |
| Storm Drain Piping                                                                                                                                | Included       | Included       | Included               | Included         | Included              |                                       |
| Roof / Overflow Drain Piping - Bldg 2 MPR & Bldg, 3<br>Admin - P2-1.3 & P3-1.3                                                                    | Included       | Included       | Included               | Included         | Included              |                                       |
| 1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4<br>Kindergarten                                                                                   | Included       | Included       | Included               | included         | Included              |                                       |
| 3/4" Condensate Drain Piping                                                                                                                      | Included       | Included       | Included               | Included         | Included              |                                       |
| Connect Sewer, DW, FW & Storm Drain Service                                                                                                       | Included       | Included       | Included               | Included         | Included              |                                       |
| POC to 5' Outside of Bldg.                                                                                                                        | Included       | Included       | Included               | Included         | Included              |                                       |

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| Plumbing                                            | Flm Street  | Elementary | Job Number          | Elm             |                       |                                       |
|-----------------------------------------------------|-------------|------------|---------------------|-----------------|-----------------------|---------------------------------------|
| - rumbing                                           | Enn Selecc  | Bid Date   | 12/7/2016           |                 |                       |                                       |
|                                                     |             | Subcont    | Date Printed        | 12/6/2016       |                       |                                       |
| Description                                         | Smith Elec. | HL Moe Co. | Suttles<br>Plumbing | City Commercial | Precision<br>Plumbing |                                       |
| Piping Insulation                                   | Included    | Included   | Included            | Included        | Included              |                                       |
| Supports / Anchors / Selsmic Bracing                | Included    | Included   | Included            | Included        | Included              |                                       |
| Access Panels - Furnish Only                        | Included    | Included   | Included            | Included        | Included              |                                       |
| Sheet Metal Flashings for all Plumbing Penetrations | Included    | Included   | Included            | Included        | Included              |                                       |
| Furnish and Install all Metal Sleeves               | Included    | Included   | Included            | Included        | Included              |                                       |
| Flashings at Roof Penetrations                      | Included    | Included   | Included            | Included        | Included              |                                       |
| Earthquake Shut-Off Valves                          | Included    | Included   | Included            | Included        | Included              |                                       |
| All Related Caulking / Sealants                     | Included    | Included   | Included            | Included        | Included              |                                       |
| Fire Caulking / Sleeves / Fire Stopping             | Included    | Included   | Included            | Included        | Included              |                                       |
| Coring, as Required                                 | Included    | Included   | Included            | Included        | Included              |                                       |
| Equipment / Lifts / Holsting                        | Included    | Included   | Included            | Included        | Included              |                                       |
| Flush / Chlorinate / Disinfect Domestic Water       | Included    | Included   | Included            | Included        | Included              |                                       |
| Ansul Gas valve                                     | Included    | Included   | Included            | 2,500           | Included              |                                       |
| BIM Requirements                                    | 15,000      | 15,000     | 15,000              | 15,000          | 15,000                |                                       |
| TALS                                                | 767,473     | 902,141    | 802,500             | 747,000         | 728,974               | 0                                     |
| ecommendation:                                      | Amount      | <u> </u>   |                     |                 |                       |                                       |
| Precision Plumbing                                  | 728,974     |            |                     |                 |                       | · · · · · · · · · · · · · · · · · · · |

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| HVAC                                                                                           | Elm Street  |           | School Reco  | Instruction   | Job Number<br>Bid Date | Elm<br>12/7/2016                       |
|------------------------------------------------------------------------------------------------|-------------|-----------|--------------|---------------|------------------------|----------------------------------------|
|                                                                                                |             | Subcor    | Date Printed | 12/6/2016     |                        |                                        |
| Description                                                                                    | Smith Elec. | Acco Eng. | United Mech. | Sheidon Mech. | Climate Control        |                                        |
| Base Bid                                                                                       | 1,258,955   | 1,391,229 | 1,384,230    | 1,211,000     | 2,104,673              |                                        |
| Spec #: 230500, 230513, 230548, 230553, 230700, 230800, 230813, 230923, 233000, 233319, 233813 | Included    | Included  | Included     | Included      | Included               |                                        |
| Spec #: 238000                                                                                 | Included    | Included  | Included     | Included      | Included               | ······································ |
| Furnished, Installed, FOB Jobsite, Tax Included                                                | Included    | Included  | Included     | Included      | Included               |                                        |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                    | Included    | Included  | Included     | Included      | Included               |                                        |
| Acknowledgment of Addendum 1                                                                   | Included    | Included  | Included     | Included      | Included               |                                        |
| Bid Good for 60 Days                                                                           |             | Included  | 30 Days      | 90 Days       | Included               |                                        |
| Prevailing Wage                                                                                | Included    | Included  | Included     | Included      | Included               |                                        |
| Prequalification per Bid Invite                                                                | Yes         | Yes       | No           | Yes           | No                     |                                        |
| Attachment C Acknowledgement                                                                   | Included    | Included  | Included     | Included      | Included               |                                        |
| НУАС                                                                                           | Included    | Included  | Included     | Included      | Included               |                                        |
| Equipment                                                                                      | Included    | Included  | Included     | Included      | Included               |                                        |
| VAV - Anemostat                                                                                | Included    | Included  | Included     | Included      | Included               |                                        |
| Fan Coil Units - Trane                                                                         | Included    | Included  | Included     | Included      | Included               |                                        |
| Condensate Drain Piping - 1/M505                                                               | Included    | Included  | Included     | Included      | Included               |                                        |
| VRF Diagrams M010 - M014                                                                       | Included    | Included  | Included     | Included      | Included               |                                        |
| Exhaust Fans - Greenheck                                                                       | Included    | Included  | Included     | Included      | Included               |                                        |
| Makeup Air - Greenheck                                                                         | Included    | Included  | Included     | Included      | Included               |                                        |
| Air Handling Unit - Trane                                                                      | Included    | Included  | Included     | Included      | Included               |                                        |
| Split AC Units - Trane                                                                         | Included    | Included  | Included     | Included      | Included               |                                        |
| Supply Fans - Anemostat                                                                        | Included    | Included  | Included     | Included      | Included               |                                        |
| Sound Traps - IAC Acoustic                                                                     | Included    | Included  | Included     | Included      | Included               |                                        |
| Factory Curbs/ Install                                                                         | Included    | Included  | Included     | Included      | Included               |                                        |
| Buildings                                                                                      | Included    | Included  | Included     | Included      | Included               |                                        |
| Enviro Controls and EMS (DDC)                                                                  | Included    | Included  | Included     | Included      | Included               |                                        |
| MFR - Alerton, Auto Logic, Honeywell, Johnson,<br>TAC, Trane, Carrier                          | Included    | Included  | Included     | Included      | Included               |                                        |
| Bldg 1 - Classroom                                                                             | Included    | Included  | Included     | Included      | Included               |                                        |
| 6" Conc Pads for Equip - 16/S301                                                               | Included    | Included  | Included     | Included      | Included               |                                        |
| Bidg 2 - MPR                                                                                   | Included    | Included  | Included     | Included      | Included               |                                        |
| 3 Makeup Air Units on Roof with Curbs                                                          | Included    | Included  | Included     | Included      | Included               |                                        |
| Kitchen Exhaust Ducting and Fans - M504 (Hood<br>by Food Service Contractor)                   | Included    | Included  | Included     | Included      | Included               |                                        |
| Bidg 3 - Admin                                                                                 | Included    | Included  | Included     | Included      | Included               |                                        |
| 2 Roof Units with Factory Curbs                                                                | Included    | Included  | Included     | Included      | Included               |                                        |

| HVAC                                                  | Elm Street  | Elementary | Job Number<br>Bid Date | Elm<br>12/7/2016 |                        |   |
|-------------------------------------------------------|-------------|------------|------------------------|------------------|------------------------|---|
|                                                       |             | Subcor     | Date Printed           | 12/6/2016        |                        |   |
| Description                                           | Smith Elec. | Acco Eng.  | United Mech.           | Sheldon Mech.    | <b>Climate Control</b> |   |
| All Duct Supports, Seismic Restraints and Bracing     | Included    | Included   | Included               | Included         | Included               |   |
| Spring Isolation Hangers                              | Included    | Included   | Included               | Included         | Included               |   |
| Hydronic / Refrigerant Piping                         | Included    | Included   | Included               | Included         | Included               |   |
| Metal Ducts / Duct Work                               | Included    | Included   | Included               | Included         | Included               |   |
| Duct Liner                                            | Included    | Included   | Included               | Included         | Included               |   |
| Supply & Return Air Plenums                           | Included    | Included   | Included               | Included         | Included               |   |
| Registers / Grilles / Diffusers                       | Included    | Included   | Included               | Included         | Included               |   |
| Wall Louvers                                          | Included    | Included   | Included               | Included         | Included               |   |
| Duct Insulation                                       | Included    | Included   | Included               | Included         | Included               |   |
| Fire / Smoke Dampers                                  | Included    | Included   | Included               | Included         | Included               |   |
| HVAC Mounting - Mason Ind Type MC w/ Spring<br>Mounts | Included    | Included   | Included               | Included         | Included               |   |
| Mechanical Identification                             | Included    | Included   | Included               | Included         | Included               |   |
| Supports / Anchors / Seismic Bracing                  | Included    | Included   | Included               | Included         | Included               |   |
| Flashings / Roof Jacks at Roof Penetrations           | Included    | Included   | Included               | Included         | Included               |   |
| Fire Caulking / Sleeves / Firestopping                | Included    | Included   | Included               | Included         | Included               |   |
| Equipment / Lifts / Hoisting                          | Included    | Included   | Included               | Included         | Included               |   |
| BIM Requirements                                      | 15,000      | 15,000     | 15,000                 | 15,000           | 15,000                 |   |
| ITALS                                                 | 1,273,955   | 1,406,229  | 1,399,230              | 1,226,000        | 2,119,673              | 0 |
| Recommendation:                                       | Amount      |            | j                      |                  | ]                      |   |
| Sheldon Mech.                                         | 1,226,000   |            |                        |                  |                        |   |

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| Electrical / Low Voltage                                                                                       | Elm Street  | Elementary | Job Number<br>Bid Date<br>Date Printed | Elm            |   |  |
|----------------------------------------------------------------------------------------------------------------|-------------|------------|----------------------------------------|----------------|---|--|
|                                                                                                                |             | Subcon     |                                        | 12/7/2016      |   |  |
| Description                                                                                                    | Venco Elec. | Taft Elec. | Oilfield Elec.                         |                |   |  |
| Base Bid                                                                                                       | 2,440,000   | 2,385,000  | 2,440,275                              |                |   |  |
| Spec #: 260500, 260513, 260519, 260526, 260533, 260800, 260923, 261000, 262200, 262413, 262416, 265000, 265561 | Included    | Included   | Included                               |                |   |  |
| Spec #: 270536, 275116, 275123.50, 281600,<br>282300, 283100                                                   | Included    | Included   | Included                               |                |   |  |
| Furnished, Installed, FOB Jobsite, Tax Included                                                                | Included    | Included   | Included                               |                |   |  |
| Plans and Specs Dated: 8/1/2016 & 4/22/2016                                                                    | Included    | Included   | Included                               |                |   |  |
| Acknowledgment of Addendum 1                                                                                   | Included    | Included   | Included                               |                |   |  |
| Bid Good for 60 Days                                                                                           | 30 Days     | 30 days    | 30 Days                                |                |   |  |
| Prevailing Wage                                                                                                | Included    | Included   | Included                               |                |   |  |
| Pregualification per Bid Invite                                                                                | Yes         | Yes        | Yes                                    | 1              |   |  |
| Attachment C Acknowledgement                                                                                   | Included    | Included   | Included                               |                |   |  |
| Electrical                                                                                                     | Included    | Included   | Included                               |                |   |  |
| Temporary Power - Install, Maintain, Relocate for<br>Construction Offices                                      | Included    | Included   | Included                               | 1111-11 111-11 |   |  |
| Temporary Power - Install, Maintain, Relocate for<br>Building Areas & Site                                     | Included    | Included   | Included                               |                |   |  |
| Temp Power Boxes and Cords                                                                                     | 10,659      | 10,659     | 10,659                                 |                |   |  |
| Temporary Lighting                                                                                             | 5,330       | 5,330      | 5,330                                  |                |   |  |
| Site                                                                                                           | Included    | Included   | Included                               |                |   |  |
| 2" & 4" Conduits for Site Utilities - E1.1                                                                     | Included    | Included   | Included                               |                |   |  |
| Conduit Runs as Shown Site Plan - E1.2                                                                         | Included    | Included   | Included                               |                |   |  |
| Encase All Underground Conduits in Concrete per<br>Note 6 on E0.1                                              | Included    | Included   | Included                               |                |   |  |
| Pour Back of Utility Trenches                                                                                  | Included    | Included   | Included                               |                |   |  |
| Signal, Fire and Power Pull Boxes - 1/E7.7                                                                     | Included    | Included   | Included                               |                |   |  |
| Site Lighting Plan - E1.3                                                                                      | Included    | Included   | Included                               |                |   |  |
| Site Lighting Fixtures, per Schedule                                                                           | Included    | Included   | Included                               |                |   |  |
| Site Signal, CCTV, FA Speakers - E1.6                                                                          | Included    | Included   | Included                               |                |   |  |
| U/G Power Distribution for Site Power                                                                          | Included    | Included   | Included                               |                |   |  |
| Electrical Vaults / Pull Boxes, as required                                                                    | Included    | Included   | Included                               |                |   |  |
| Traffic Rated Covers / Frames, as required                                                                     | Included    | Included   | Included                               |                | 1 |  |
| U/G Power Distribution for Site Lighting                                                                       | Included    | Included   | Included                               |                |   |  |
| Buildings 1-4                                                                                                  | Included    | Included   | Included                               |                |   |  |
| Lighting Fixtures per Schedule on E0.5                                                                         | Included    | Included   | Included                               |                |   |  |
| Mechanical Schedule - E0.6                                                                                     | Included    | Included   | Included                               |                |   |  |

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| Electrical / Low Voltage                                                              | Elm Street     | Elementary   | School Reconstru | ction | Job Number<br>Bid Date                | Elm                                   |  |
|---------------------------------------------------------------------------------------|----------------|--------------|------------------|-------|---------------------------------------|---------------------------------------|--|
|                                                                                       | Subcontractors |              |                  |       |                                       | 12/7/2016<br>12/6/2016                |  |
| Description                                                                           | Venco Elec.    | Taft Elec.   | Oilfield Elec.   |       | Date Printed                          |                                       |  |
| Cable Schedule - E0.4                                                                 | Included       | Included     | Included         |       | <u> </u>                              |                                       |  |
| Main Switchboard, 1200A, 277/480V, 3PH, 4W                                            | Included       | Included     | Included         |       |                                       |                                       |  |
| Distribution Panelboards                                                              | Included       | Included     | Included         |       |                                       |                                       |  |
| Panel Boards                                                                          | Included       | Included     | Included         |       |                                       |                                       |  |
| Power Distribution                                                                    | Included       | Included     | Included         |       |                                       |                                       |  |
| Conduits & Raceways                                                                   | Included       | Included     | Included         |       | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 |                                       |  |
| Terminal Cabinets & Racks                                                             | Included       | Included     | Included         |       |                                       |                                       |  |
| Cable Trays & Supports                                                                | Included       | Included     | Included         |       |                                       | · · · · · · · · · · · · · · · · · · · |  |
| Wiring / Conductors                                                                   | Included       | Included     | Included         |       |                                       |                                       |  |
| Floor boxes                                                                           | Included       | Included     | Included         |       |                                       |                                       |  |
| Outlet & Junction Boxes, Pull Boxes                                                   | Included       | Included     | Included         |       |                                       |                                       |  |
| Connections to Existing Generator                                                     | Included       | Included     | Included         |       |                                       |                                       |  |
| Lighting Control Panel / System                                                       | Included       | Included     | Included         |       |                                       |                                       |  |
| Emergency Lighting / Exit Signs                                                       | Included       | Included     | Included         |       | ··· · · · · · · · · · · · · · · · · · |                                       |  |
| Power to Mechanical & Plumbing Equipment                                              | Included       | Included     | Included         |       |                                       |                                       |  |
| Bidg 1 - Classroom                                                                    | Included       | Included     | Included         |       | 1                                     |                                       |  |
| All Conduit for Thermostats, Exhaust Fans,<br>Security/Motion, MEP Trades as Required | Included       | Included     | Included         |       | · · · · · · · · · · · · · · · · · · · |                                       |  |
| Elec & Comm Rooms 114 & 115 - E1-3.1                                                  | Included       | Included     | Included         |       |                                       |                                       |  |
| Bidg 2 - MPR                                                                          | Included       | Included     | Included         |       |                                       |                                       |  |
| All Conduit for Thermostats, Exhaust Fans,<br>Security/Motion, MEP Trades as Required | Included       | Included     | Included         |       | 1                                     |                                       |  |
| Connections for all Kitchen Equipment                                                 | Included       | Included     | Included         |       |                                       |                                       |  |
| Conduit for Theatrical Lighting                                                       | Included       | Included     | Included         |       |                                       |                                       |  |
| Elec Room 102 - E2-4.1                                                                | Included       | Included     | Included         |       |                                       |                                       |  |
| Bldg 3 - Admin                                                                        | Included       | Included     | Included         |       |                                       |                                       |  |
| All Conduit for Thermostats, Exhaust Fans,<br>Security/Motion, MEP Trades as Required | Included       | Included     | Included         |       |                                       |                                       |  |
| Power for VAV & Rooftop Equipment                                                     | Included       | Included     | Included         |       |                                       |                                       |  |
| Elec Rooms 116 & 123 - E3-3.1                                                         | Included       | Included     | Included         |       |                                       |                                       |  |
| Bldg 4 - Kindergarten                                                                 | Included       | Included     | Included         |       |                                       |                                       |  |
| All Conduit for Thermostats, Exhaust Fans,<br>Security/Motion, MEP Trades as Required | Included       | Included     | Included         |       |                                       |                                       |  |
| Elec & Comm Rooms 115 & 116 - E4-3.1                                                  | Included       | Included     | Included         |       |                                       |                                       |  |
| Single Line Diagram - E4.0                                                            | Included       | Included     | Included         |       |                                       |                                       |  |
| Mounting & Anchoring Details - E7.1 & 7.2                                             | Included       | Included     | Included         |       |                                       |                                       |  |
| Pendent Mounted Fixtures - 4/E7.3                                                     | Included       | Included     | Included         |       |                                       |                                       |  |
| Light Pole Footings - 5&6/E7.3                                                        | In Site Conc   | In Site Conc | In Site Conc     |       |                                       |                                       |  |
| Theatrical Lighting and Stage Dimming Equip                                           | Included       | Included     | Included         |       |                                       |                                       |  |
| MFR - Electronic Theatre Controls (ETC)                                               | Included       | Included     | Included         |       |                                       |                                       |  |

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| Electrical / Low Voltage                                                 | Elm Street       | Elementary       | Elm Street Elementary School Reconstruction |                                  |                                       |           |  |  |
|--------------------------------------------------------------------------|------------------|------------------|---------------------------------------------|----------------------------------|---------------------------------------|-----------|--|--|
|                                                                          |                  | Subcon           | Bid Date                                    | 12/7/2016                        |                                       |           |  |  |
|                                                                          |                  |                  |                                             |                                  | Date Printed                          | 12/6/2016 |  |  |
| Description                                                              | Venco Elec.      | Taft Elec.       | Oilfield Elec.                              |                                  |                                       |           |  |  |
| Bidg 2 - MPR (TL2.1.1 & 2)                                               | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Dimmer Racks and Controls                                                | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Stage Lighting Control System                                            | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Lighting Track & Fixtures ~ 10/TL8.1.1                                   | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Paneis & Receptacies                                                     | Included         | Included         | Included                                    | 1                                |                                       |           |  |  |
| Miscellaneous                                                            | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Plywood Backboards                                                       | In Rough Framing | In Rough Framing | In Rough Framing                            |                                  |                                       |           |  |  |
| Flashings at Penetrations                                                | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Caulking / Sealants                                                      | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Sleeves / Fire Caulking / Firestopping - 1/E0.7                          | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| BIM Requirements                                                         | 15,000           | 15,000           | 15,000                                      |                                  |                                       |           |  |  |
| Low Voltage Systems                                                      | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Computer Network Cabling                                                 | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Communications Cabinets, Racks, Frames and<br>Enclosures - E7.10         | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Communications Cabling                                                   | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| Devices, Equipment, Conduit & Conductors                                 | Included         | Included         | Included                                    |                                  |                                       | <u></u>   |  |  |
| Public Address/Clock System                                              | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| MFR - Atlas Sound Wall Speaker/Clock Combo                               | Included         | Included         | Included                                    | · ·····                          |                                       |           |  |  |
| Alt by Valcom                                                            | Included         | Included         | Included                                    |                                  | · · · · · · · · · · · · · · · · · · · |           |  |  |
| Assistive Listening System                                               | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| MFR - Listen Technologies                                                | Included         | Included         | Included                                    | in the article is                |                                       |           |  |  |
| FM Transmitters - LT-700 LT-800                                          | Included         | Included         | Included                                    |                                  |                                       | ,         |  |  |
| Receiver - LR-100 & LR-400                                               | Included         | Included         | Included                                    |                                  |                                       |           |  |  |
| (1) 8-Hour Training Session                                              | Included         | Included         | Included                                    | <b>*</b> •• •• • • • • • • • • • |                                       |           |  |  |
| Intrusion Alarm System                                                   | 26,080           | Included         | 26,080                                      |                                  |                                       |           |  |  |
| Contractor to Have C7 and C10 License                                    | In Above         | Included         | In Above                                    | 4                                |                                       |           |  |  |
| MFR - Digital Monitoring Products (DMP)                                  | In Above         | Included         | In Above                                    |                                  |                                       |           |  |  |
| Complete System - Devices, Equipment, Conduit,<br>Cameras & Installation | In Above         | Included         | In Above                                    |                                  |                                       |           |  |  |
| Video Surveillance (CCTV) System                                         | 72,395           | Included         | 72,395                                      |                                  |                                       |           |  |  |
| Complete System - Devices, Equipment, Conduit,<br>Cameras & Installation | In Above         | Included         | In Above                                    |                                  |                                       |           |  |  |
| MFRs - Per Specs                                                         | In Above         | Included         | In Above                                    |                                  |                                       |           |  |  |
| Fire Detection Alarm                                                     | 88,292           | Included         | Included                                    |                                  |                                       |           |  |  |
| Fire Alarm System                                                        | In Above         | Included         | Included                                    |                                  |                                       |           |  |  |
| MFR - Notifier, Simens, Simplex, Johnson or<br>Gamewil-FCI               | In Above         | Included         | Included                                    |                                  | L                                     |           |  |  |
| Complete Addressable Fire Alarm System                                   | In Above         | Included         | Included                                    |                                  |                                       |           |  |  |

|                                                    |             | And the second s | entin engelen affin ea area |                        |   |   |  |
|----------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------|---|---|--|
| Electrical / Low Voltage                           | Elm Street  | Elm Street Elementary School Reconstruction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |                        |   |   |  |
|                                                    |             | Subcor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Bid Date<br>Date Printed    | 12/7/2016<br>12/6/2016 |   |   |  |
| Description                                        | Venco Elec. | Taft Elec.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Oilfield Elec.              |                        |   |   |  |
| FACP, Annunciator, Devices, Equipment & Conductors | In Above    | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included                    |                        |   |   |  |
| Fire Alarm Details - E7.8 & 7.9                    | In Above    | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included                    |                        |   |   |  |
| Elevator System - E0.4                             | In Above    | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included                    |                        |   |   |  |
| Horns, Strobes, Pull Stations, Detectors           | In Above    | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included                    |                        |   |   |  |
| Conduit & Back Boxes                               | In Above    | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included                    |                        |   |   |  |
| Submittals / Shop Drawings / As-Built              | In Above    | Included                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Included                    |                        |   |   |  |
|                                                    |             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             | · · ·                  |   |   |  |
| TOTALS                                             | 2,657,756   | 2,415,989                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 2,569,739                   | 0                      | 0 | 0 |  |
| Recommendation:                                    | Amount      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |                        |   |   |  |
| Taft Elec.                                         | 2,415,989   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                             |                        |   |   |  |

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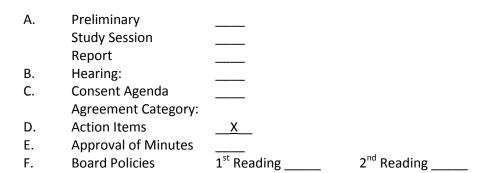
| Buildi     | ng Specialties                                                                    | Elm Street Elementary Se<br>Reconstruction | Job Number<br>Bid Date | Elm            |                                       |
|------------|-----------------------------------------------------------------------------------|--------------------------------------------|------------------------|----------------|---------------------------------------|
|            |                                                                                   | Reconstruction                             |                        | Date Printed   | 12/7/2016                             |
| <b>n</b> 1 |                                                                                   | Description                                |                        | mmended        |                                       |
| Div        | Description                                                                       | Amount                                     | Subo                   | contractor     | Bids Received                         |
| 104400     | Fire Extinguishers & Specialties                                                  | 6,150                                      | Gle                    | ndon Co.       | 5                                     |
|            | FEC at Elec Yard - Surface Mount per                                              |                                            |                        |                |                                       |
| -,         | 16/A64.4 (1)<br>Bidg 1 - FEC 1/A64.4 (22)                                         |                                            |                        |                |                                       |
|            | Bldg 2 - FEC 1/A64.4 (3)                                                          |                                            |                        |                |                                       |
|            | Bldg 3 - FEC 1/A64.4 (3)                                                          | · · · ·                                    |                        |                |                                       |
|            | Bldg 4 - FEC 1/A64.4 (2)                                                          | en e entrette                              |                        |                |                                       |
| 105100     | Lockers                                                                           | 1,650                                      | lol                    | nn Pence       | 3                                     |
|            | MFR - Art Metal, Penco, Republic                                                  |                                            |                        |                |                                       |
|            | Locker Alcove 2-113                                                               |                                            |                        |                |                                       |
|            | 2-Tier Lockers per 6&7/A64.4                                                      |                                            |                        |                |                                       |
| 107500     | Flagpoles                                                                         | 4,293                                      | Po                     | ole Tech       | 2                                     |
|            | Flag Pole 35' per 8/A64.4 (1)                                                     |                                            |                        |                |                                       |
|            | Set Pole                                                                          |                                            |                        |                |                                       |
|            | Footing per Site Concrete                                                         |                                            |                        |                |                                       |
| 114800     | Physical Education Equipment                                                      | 5,150                                      | В                      | ernards        |                                       |
|            | MFR - Jaypro, Cassidy, Draper                                                     |                                            |                        |                |                                       |
|            | Volleyball Sleeves, Standards, Net, Antenna                                       |                                            |                        |                |                                       |
|            | Ref Stand and Pad                                                                 |                                            |                        |                |                                       |
| 124813     | Entrance Floor Mats                                                               | N/A                                        |                        | N/A            |                                       |
|            | MFR - AFP, RC Musson, Pawling                                                     |                                            |                        |                |                                       |
|            | Rubber Mat 1/4" Thick, 48x72                                                      | ••••••••••••••••••••••••••••••••••••••     |                        |                |                                       |
| 126823     | Folding Cafeteria Tables                                                          | OFOI                                       |                        | OFOI           |                                       |
| N/A        | Misc Site Furnishings                                                             | 128,099                                    | В                      | ernards        |                                       |
|            | Benches at Site per S32/A0-1.1 (18)                                               |                                            |                        |                |                                       |
|            | Rubber Play Surface at Playgrounds -                                              |                                            |                        |                |                                       |
|            | Kindergarten & Playground - 7/A63.5                                               | ······                                     |                        |                |                                       |
|            | Relocate Existing Playground Equipment and<br>Reinstall at New Areas - S39/A0-1.1 |                                            |                        |                |                                       |
|            | New Conc Footings (TBD)                                                           |                                            |                        |                |                                       |
|            | Basketball Pole & Basket - 7/A63.6 (6)                                            |                                            |                        |                |                                       |
|            | Coat Hooks - 14/A64.4                                                             |                                            |                        |                |                                       |
|            | Dull Chrome - Single                                                              |                                            |                        |                |                                       |
|            | MFR - McMaster-Carr 1760A2 Wall-Mount                                             |                                            |                        |                |                                       |
|            | Hook, Chrome-Plated Brass, 1-1/4" Wide x                                          |                                            |                        |                |                                       |
|            | <u>1-1/2" High x 1-5/8" Deep</u>                                                  |                                            |                        |                |                                       |
|            | Bidg $1 = 544$<br>Bidg $4 = 60$                                                   |                                            |                        |                |                                       |
| N/A        | Misc Equipment (TV's)                                                             | 121,300                                    | a                      | ernards        |                                       |
| IX/ A      | TV's in Classrooms                                                                | 121,300                                    | D                      | emarus         | · · · · · · · · · · · · · · · · · · · |
|            | MFR - Sharp 50" & 60" LE65OU                                                      |                                            |                        |                |                                       |
|            | Wall Mount - Chief TS318TU                                                        |                                            |                        | ······         |                                       |
|            | Ceiling Mount - Chief MCM1U                                                       |                                            |                        |                |                                       |
|            | Bldg 1 - Classroom                                                                |                                            |                        |                |                                       |
|            | 60" TV's in Classroom Bldg per 9/A64.4                                            |                                            |                        |                |                                       |
|            | (62)                                                                              |                                            |                        |                |                                       |
|            | TV Mounts (62)                                                                    |                                            |                        |                |                                       |
|            | Bldg 4 - Kindergarten                                                             |                                            |                        |                |                                       |
|            | 50" TV's in Classroom Bldg per 11/A64.3                                           |                                            |                        |                |                                       |
|            | (4)<br>TV Mounts (4)                                                              |                                            |                        |                |                                       |
| N/A        | Final Cleanup                                                                     | 68,534                                     | R                      | ernards        |                                       |
|            | Exterior                                                                          |                                            | U                      | <u></u>        |                                       |
|            | Interior                                                                          |                                            |                        | ana an 111 112 |                                       |
|            |                                                                                   |                                            |                        |                |                                       |
|            |                                                                                   |                                            |                        |                |                                       |
|            |                                                                                   |                                            |                        |                |                                       |
|            |                                                                                   |                                            |                        |                |                                       |
|            |                                                                                   |                                            |                        |                |                                       |

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## OSD BOARD AGENDA ITEM

### Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 6, 2018



# Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 ("CSEA") 2017-18 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) have reached a tentative agreement for the 2017-2018 school contract year. The negotiating teams met from November 2017 through April 2018. The following individuals participated in the sessions:

#### CSEA Bargaining Team

Shari Rascon, President John Avalos Luz Chavez Yvonne Brown Maria Aspara Christian Vasquez Roderick Warrick Sylvia Carillo Jennifer Rener, CSEA LLR <u>District Bargaining Team</u> Dr. Jesus Vaca, Lead Negotiator Janet Penanhoat Dr. Edd Bond Chris Ridge Sally Wennes David Fateh

The following articles were revised:

ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY ARTICLE 3: **ORGANIZATIONAL RIGHTS** ARTICLE 9: PAY ALLOWENCES ARTICLE 13: HEALTH AND WELFARE BENEFITS ANNUAL WORK CALENDAR AND HOLIDAYS ARTICLE 14: ARTICLE 16: LEAVES ARTICLE 20: LAYOFF, REEMPLOYMENT, AND THE EFFECTS ARTICLE 29: **TERM OF AGREEMENT** MOU: OPT OUT, HEALTH AND WELFARE BENEFITS

# FISCAL IMPACT:

\$375,319 from the general fund

# **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the California Employees Association, Chapter 272, as presented.

# ADDITIONAL MATERIAL(S):

- Revisions to 2017-18 Collective Bargaining Agreement between the District and CSEA (four pages)
- 2017-18 Classified Salary Schedule (eff. 7/1/2017) Monthly and Hourly (two pages)
- Email dated 5/23/18 from CSEA Chapter 272 President confirming ratification of contract

# **DISTRICT GOALS (S):**

<u>District Goal One</u>: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

#### **Oxnard School District**

And

#### The California School Employees and its Oxnard Chapter 272

#### **Tentative Agreement**

#### April 18, 2018

Oxnard School District (District) and the California School Employees Association and Oxnard Chapter 272 (CSEA) have met and negotiated for the 2017-2018 year. Attached are articles and language that was agreed to.

For the District

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Dr. Jesus Vaca, Negotiator

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Janet Penanhoat, Negotiator

m Chris Ridge, Negotiator

Dr. Edd Bond, Negotiator

DOR.

Sally Wennes, Negotiator

David Fateh, Negotiator

For CSEA

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Shari Rascon, Negotiaton

John Avalos, Negotiator nor

Luz Chavez, Negotiato,

min

Yvonne Brown, Negotiator

Maria Aspera, Negotiator Christian Vasquez, Negotiator

Roderick Warrick, Negotiator

Sylvia Carrillo, Negotiator vu 10

Jennifer Rener, CSEA LRR

# OSD and CSEA Articles Negotiated 2017-2018 School Year

# Article 2 – CHECK-OFF AND ORGANIZATIONAL SECURITY

# • 2.3.1 <u>APPENDIX B</u> <u>DUES/SERVICE FEE SCHEDULE</u>

The per capita dues of the State Association shall be assessed at the rate of \$1.5% of the first  $\frac{2,450}{3,150}$  of the monthly gross salary (Exclusive of overtime, but including longevity, professional growth, and anniversary increments), but shall not exceed a maximum assessment of  $\frac{367.50}{472.50}$  annually.

The maximum monthly assessment will be \$47.25 and, shall commence in September of each year and continue through the following August 31, or until a maximum of \$367.50 \$472.50 has been deducted during said twelve-month period.

# ARTICLE 3: ORGANIZATIONAL RIGHTS

3.2 <u>Release time for Negotiations:</u> CSEA shall have the right to designate up to a maximum <del>(7)</del>
 (9) unit members (which includes one representative from the Campus Assistant's), who shall be give reasonable release time to participate in negotiations.

# Article 9.1.2 PAY ALLOWENCES

• The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the 2017-2018 school year, the aggregate total increase will be <u>1% on schedule retroactive to July 1, 2017.</u>

# Article 13.3 District Contribution

• District Contribution: Effective July 1, 2018, the District will contribute \$952 \$946.48 monthly toward the payment of premiums for eligible bargaining unit employees for Medical, Dental and Vision group insurance programs.

# Article 14.2.1

The District and CSEA are in agreement with the work calendar developed in collaboration for <del>2012-2015, 2015-2016, and 2016-2017</del> <u>2018-2019, 2019-2020 and</u> <u>2021 school years (attached herein).</u>

# Article 14.2.2

| • | <del>-2014-2015</del> | December 26, 2014 | December 26,2018  |
|---|-----------------------|-------------------|-------------------|
|   | <del>2015-2016</del>  | December 28, 2015 | December 23, 2019 |
|   | <del>2016-2017</del>  | December 27, 2016 | <u>TBD</u>        |

# Article 16 - LEAVES

- 16.5.1 Add "administering agency" to definitions for clarification. Definition is "Third party administrator (TPA).
- Change PNS form (d) and 16.3.4 to add "except as outlined in 16.8.2."
- 16.1.2.3 Discussion about the district system. Contract language drafted to reflect system and "district office" definition.
   16.1.2.3 Unit members are required to notify, their immediate 2 supervisor or designee and the District Office when they are to be absent for 3 illness. If the absence is to be longer than one (1) day, subsequent notification 4 for each day's absence is required, unless the duration of the absence can be 5 stated at the time of the notification. If the absence is to be longer than one day, 6 the unit member shall notify the District the day before returning so that a 7 substitute, if employed, may be released.

Unit members are required to notify the human resources absence management system when they are absent for illness. If the absence is to be longer than one (1) day, subsequent notification for each day's absence is required, unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released.

 16.3 Leave for Personal Necessity: A unit member may claim and deduct up to eight (8) days per year from his/her accumulated sick leave for reasons due to personal necessity or emergency. It shall be the unit member's responsibility to track their usage of personal necessity leave. The charging of such absences shall be subject to the approval notification of his/her immediate supervisor and such approval notification should be obtained in advance when possible.

# Article 20.1.2

Prior to a reduction in hours or work year, the district shall provide advance notice to CSEA **notify CSEA by telephone and writing**. At the written request, the parties shall meet to negotiate alternatives to the district's decision(s) to reduce hours or work year period.

# ARTICLE 29: TERM OF AGREEMENT

- 29.1 The terms and conditions of this agreement shall remain in effect from November 1, 2014 to October 31, 2017 November 1, 2017 to October 31, 2020 except where modified by mutual agreement.
- 29.1.1 The parties agree that the contract period of November 1, 2017 through October 31, 2020, salary and health benefits shall be open for negotiations. For <del>2015-16</del> 2018-19 two additional articles may be selected by each party and for the <del>2016-17</del> 2019-20 one additional article may be selected by each party for both years. Any other issues mutually agreed upon the parties may be reopened for negotiations.

#### **Oxnard School District**

And

The California School Employees Association and its Oxnard Chapter 272

Memorandum of Understanding

April 18, 2018

Oxnard School District (District) and the California School Employees Association and its Oxnard Chapter 272 (CSEA) have met and negotiated. The District and CSEA have established the amount of \$719,928 generated from the 2017-18 CSEA eligible members who have opted out of health insurance coverage (72 lives) to be paid out to all benefit eligible employees (391 lives) as a one-time payment of \$1841.

For the District

Jesus Vaca, Negotiator

nanhoa 10 Janet Penanhoat, Negotiator

1 Chris Ridge, Negotiator

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Edd Bond, Negotiator

Sally Wennes, Negotiator

David Fateh, Negotiator

For CSEA

Shari Rascon, Negotiator

ohn Avalos, Negotiator

m

Luz Chavez, Negotiator

Yvonne Brown, Negotiator

Maria Aspera, Negotiator

Christian Vasquez, Negotiator

5 Roderick Warrick, Negotiator

Sylvia Carrillo, Negotiator

Jengifer Rener, CSEA LRR

#### Classified salary schedule with 1% increase

|            | Step A     | Step B  | Step C  | Step D  | Step E     |
|------------|------------|---------|---------|---------|------------|
| Range 3.0  | \$1,549    | \$1,628 | \$1,709 | \$1,795 | \$1,883    |
| Range 3.5  | \$1,587    | \$1,669 | \$1,751 | \$1,839 | \$1,932    |
| Range 4.0  | \$1,628    | \$1,709 | \$1,795 | \$1,883 | \$1,978    |
| Range 4.5  | \$1,669    | \$1,751 | \$1,839 | \$1,932 | \$2,028    |
| Range 5.0  | \$1,709    | \$1,795 | \$1,883 | \$1,978 | \$2,079    |
| Range 5.5  | \$1,751    | \$1,839 | \$1,932 | \$2,028 | \$2,131    |
| Range 6.0  | \$1,795    | \$1,883 | \$1,978 | \$2,079 | \$2,182    |
| Range 6.5  | \$1,839    | \$1,932 | \$2,028 | \$2,131 | \$2,235    |
| Range 7.0  | \$1,883    | \$1,978 | \$2,079 | \$2,182 | \$2,290    |
| Range 7.5  | \$1,932    | \$2,028 | \$2,131 | \$2,235 | \$2,347    |
| Range 8.0  | \$1,978    | \$2,079 | \$2,182 | \$2,290 | \$2,405    |
| Range 8.5  | \$2,028    | \$2,131 | \$2,235 | \$2,347 | \$2,465    |
| Range 9.0  | \$2,079    | \$2,182 | \$2,290 | \$2,405 | \$2,523    |
| Range 9.5  | \$2,131    | \$2,235 | \$2,347 | \$2,465 | \$2,586    |
| Range 10.0 | \$2,182    | \$2,290 | \$2,405 | \$2,523 | \$2,654    |
| Range 10.5 | \$2,235    | \$2,347 | \$2,465 | \$2,586 | \$2,717    |
| Range 11.0 | \$2,290    | \$2,405 | \$2,523 | \$2,654 | \$2,785    |
| Range 11.5 | \$2,347    | \$2,465 | \$2,586 | \$2,717 | \$2,856    |
| Range 12.0 | \$2,405    | \$2,523 | \$2,654 | \$2,785 | \$2,923    |
| Range 12.5 | \$2,465    | \$2,586 | \$2,717 | \$2,856 | \$2,995    |
| Range 13.0 | \$2,523    | \$2,654 | \$2,785 | \$2,923 | \$3,070    |
| Range 13.5 | \$2,586    | \$2,717 | \$2,856 | \$2,995 | \$3,144    |
| Range 14.0 | \$2,654    | \$2,785 | \$2,923 | \$3,070 | \$3,222    |
| Range 14.5 | \$2,717    | \$2,856 | \$2,995 | \$3,144 | \$3,306    |
| Range 15.0 | \$2,785    | \$2,923 | \$3,070 | \$3,222 | \$3,382    |
| Range 15.5 | \$2,856    | \$2,995 | \$3,144 | \$3,306 | \$3,469    |
| Range 16.0 | \$2,923    | \$3,070 | \$3,222 | \$3,382 | \$3,552    |
| Range 16.5 | \$2,995    | \$3,144 | \$3,306 | \$3,469 | \$3,643    |
| Range 17.0 | \$3,070    | \$3,222 | \$3,382 | \$3,552 | \$3,730    |
| Range 17.5 | \$3,144    | \$3,306 | \$3,469 | \$3,643 | \$3,823    |
| Range 18.0 | \$3,222    | \$3,382 | \$3,552 | \$3,730 | \$3,915    |
| Range 18.5 | \$3,306    | \$3,469 | \$3,643 | \$3,823 | \$4,017    |
| Range 19.0 | \$3,382    | \$3,552 | \$3,730 | \$3,915 | \$4,113    |
| Range 19.5 | \$3,469    | \$3,643 | \$3,823 | \$4,017 | \$4,217    |
| Range 20.0 | \$3,552    | \$3,730 | \$3,915 | \$4,113 | \$4,320    |
| Range 20.5 | \$3,643    | \$3,823 | \$4,017 | \$4,217 | \$4,430    |
| Range 21.0 | \$3,730    | \$3,915 | \$4,113 | \$4,320 | \$4,537    |
| Range 21.5 | \$3,823    | \$4,017 | \$4,217 | \$4,430 | \$4,650    |
| Range 22.0 | \$3,915    | \$4,113 | \$4,320 | \$4,537 | \$4,763    |
| Range 22.5 | \$4,017    | \$4,217 | \$4,430 | \$4,650 | \$4,884    |
| Range 23.0 | \$4,113    | \$4,320 | \$4,537 | \$4,763 | \$5,001    |
| Range 23.5 | \$4,217    | \$4,430 | \$4,650 | \$4,884 | \$5,126    |
| Range 24.0 | \$4,320    | \$4,537 | \$4,763 | \$5,001 | \$5,247    |
| Range 24.5 | \$4,430    | \$4,650 | \$4,884 | \$5,126 | \$5,382    |
| Range 25.0 | \$4,537    | \$4,763 | \$5,001 | \$5,247 | \$5,508    |
| Range 25.5 | \$4,650    | \$4,884 | \$5,126 | \$5,382 | \$5,651    |
| Range 26.0 | \$4,763    | \$5,001 | \$5,247 | \$5,508 | \$5,785    |
| Range 26.5 | \$4,884    | \$5,126 | \$5,382 | \$5,651 | \$5,932    |
| Range 27.0 | \$5,001    | \$5,247 | \$5,508 | \$5,785 | \$6,071    |
| Range 27.5 | \$5,126    | \$5,382 | \$5,651 | \$5,932 | \$6,230    |
| Range 28.0 | \$5,247    | \$5,508 | \$5,785 | \$6,071 | \$6,375    |
| Range 28.5 | \$5,382    | \$5,651 | \$5,932 | \$6,230 | \$6,540    |
| Range 29.0 | \$5,508    | \$5,785 | \$6,071 | \$6,375 | \$6,695    |
| Range 29.5 | \$5,651    | \$5,932 | \$6,230 | \$6,540 | \$6,866    |
| Range 30.0 | \$5,785    | \$6,071 | \$6,375 | \$6,695 | \$7,029    |
| Range 30.5 | \$5,932    | \$6,230 | \$6,540 | \$6,866 | \$7,209    |
| Range 31.0 | \$6,071    | \$6,375 | \$6,695 | \$7,029 | \$7,380    |
| Range 31.5 | \$6,230    | \$6,540 | \$6,866 | \$7,209 | \$7,569    |
| Range 32.0 | \$6,375    | \$6,695 | \$7,029 | \$7,380 | \$7,750    |
| Range 32.5 | \$6,540    | \$6,866 | \$7,209 | \$7,569 | \$7,948    |
| Range 33.0 | \$6,695    | \$7,029 | \$7,380 | \$7,750 | \$8,137    |
| Range 33.5 | \$6,866    | \$7,209 | \$7,569 | \$7,948 | \$8,345    |
| Range 34.0 | \$7,029    | \$7,380 | \$7,750 | \$8,137 | \$8,545    |
| Range 34.5 | \$7,209    | \$7,569 | \$7,948 | \$8,345 | \$8,761    |
|            | , <b>_</b> | ÷,      | ÷.,•.•  | + 0,010 | ÷ •, • • • |



#### **Employee Anniversary Increments:** Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

| 7 years of service:  | \$82.74  |
|----------------------|----------|
| 10 years of service: | \$165.48 |
| 15 years of service: | \$248.22 |
| 20 years of service: | \$330.96 |
| 25 years of service: | \$413.70 |

#### Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

#### **Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

#### Classified salary schedule with 1% increase

|            | Step A | Step B | Step C | Step D | Step E |
|------------|--------|--------|--------|--------|--------|
| Range 3.0  | 8.94   | 9.40   | 9.86   | 10.36  | 10.86  |
| Range 3.5  | 9.15   | 9.63   | 10.10  | 10.61  | 11.15  |
| Range 4.0  | 9.40   | 9.86   | 10.36  | 10.86  | 11.41  |
| Range 4.5  | 9.63   | 10.10  | 10.61  | 11.15  | 11.70  |
| Range 5.0  | 9.86   | 10.36  | 10.86  | 11.41  | 12.00  |
| Range 5.5  | 10.10  | 10.61  | 11.15  | 11.70  | 12.29  |
| Range 6.0  | 10.36  | 10.86  | 11.41  | 12.00  | 12.59  |
| Range 6.5  | 10.61  | 11.15  | 11.70  | 12.29  | 12.90  |
| Range 7.0  | 10.86  | 11.41  | 12.00  | 12.59  | 13.21  |
| Range 7.5  | 11.15  | 11.70  | 12.29  | 12.90  | 13.54  |
| Range 8.0  | 11.41  | 12.00  | 12.59  | 13.21  | 13.88  |
| Range 8.5  | 11.70  | 12.29  | 12.90  | 13.54  | 14.22  |
| Range 9.0  | 12.00  | 12.59  | 13.21  | 13.88  | 14.56  |
| Range 9.5  | 12.29  | 12.90  | 13.54  | 14.22  | 14.92  |
| Range 10.0 | 12.59  | 13.21  | 13.88  | 14.56  | 15.31  |
| Range 10.5 | 12.90  | 13.54  | 14.22  | 14.92  | 15.67  |
| Range 11.0 | 13.21  | 13.88  | 14.56  | 15.31  | 16.07  |
| Range 11.5 | 13.54  | 14.22  | 14.92  | 15.67  | 16.48  |
| Range 12.0 | 13.88  | 14.56  | 15.31  | 16.07  | 16.86  |
| Range 12.5 | 14.22  | 14.92  | 15.67  | 16.48  | 17.28  |
| Range 13.0 | 14.56  | 15.31  | 16.07  | 16.86  | 17.71  |
| Range 13.5 | 14.92  | 15.67  | 16.48  | 17.28  | 18.14  |
| Range 14.0 | 15.31  | 16.07  | 16.86  | 17.71  | 18.59  |
| Range 14.5 | 15.67  | 16.48  | 17.28  | 18.14  | 19.07  |
| Range 15.0 | 16.07  | 16.86  | 17.71  | 18.59  | 19.51  |
| Range 15.5 | 16.48  | 17.28  | 18.14  | 19.07  | 20.01  |
| Range 16.0 | 16.86  | 17.71  | 18.59  | 19.51  | 20.49  |
| Range 16.5 | 17.28  | 18.14  | 19.07  | 20.01  | 21.02  |
| Range 17.0 | 17.71  | 18.59  | 19.51  | 20.49  | 21.52  |
| Range 17.5 | 18.14  | 19.07  | 20.01  | 21.02  | 22.06  |
| Range 18.0 | 18.59  | 19.51  | 20.49  | 21.52  | 22.59  |
| Range 18.5 | 19.07  | 20.01  | 21.02  | 22.06  | 23.17  |
| Range 19.0 | 19.51  | 20.49  | 21.52  | 22.59  | 23.73  |
| Range 19.5 | 20.01  | 21.02  | 22.06  | 23.17  | 24.33  |
| Range 20.0 | 20.49  | 21.52  | 22.59  | 23.73  | 24.93  |
| Range 20.5 | 21.02  | 22.06  | 23.17  | 24.33  | 25.56  |
| Range 21.0 | 21.52  | 22.59  | 23.73  | 24.93  | 26.18  |
| Range 21.5 | 22.06  | 23.17  | 24.33  | 25.56  | 26.83  |
| Range 22.0 | 22.59  | 23.73  | 24.93  | 26.18  | 27.48  |
| Range 22.5 | 23.17  | 24.33  | 25.56  | 26.83  | 28.18  |
| Range 23.0 | 23.73  | 24.93  | 26.18  | 27.48  | 28.85  |
| Range 23.5 | 24.33  | 25.56  | 26.83  | 28.18  | 29.57  |
| Range 24.0 | 24.93  | 26.18  | 27.48  | 28.85  | 30.27  |
| Range 24.5 | 25.56  | 26.83  | 28.18  | 29.57  | 31.05  |
| Range 25.0 | 26.18  | 27.48  | 28.85  | 30.27  | 31.78  |
| Range 25.5 | 26.83  | 28.18  | 29.57  | 31.05  | 32.60  |
| Range 26.0 | 27.48  | 28.85  | 30.27  | 31.78  | 33.37  |
| Range 26.5 | 28.18  | 29.57  | 31.05  | 32.60  | 34.22  |
| Range 27.0 | 28.85  | 30.27  | 31.78  | 33.37  | 35.03  |
| Range 27.5 | 29.57  | 31.05  | 32.60  | 34.22  | 35.94  |
| Range 28.0 | 30.27  | 31.78  | 33.37  | 35.03  | 36.78  |
| Range 28.5 | 31.05  | 32.60  | 34.22  | 35.94  | 37.73  |
| Range 29.0 | 31.78  | 33.37  | 35.03  | 36.78  | 38.62  |
| Range 29.5 | 32.60  | 34.22  | 35.94  | 37.73  | 39.61  |
| Range 30.0 | 33.37  | 35.03  | 36.78  | 38.62  | 40.55  |
| Range 30.5 | 34.22  | 35.94  | 37.73  | 39.61  | 41.59  |
| Range 31.0 | 35.03  | 36.78  | 38.62  | 40.55  | 42.58  |
| Range 31.5 | 35.94  | 37.73  | 39.61  | 41.59  | 43.67  |
| Range 32.0 | 36.78  | 38.62  | 40.55  | 42.58  | 44.71  |
| Range 32.5 | 37.73  | 39.61  | 41.59  | 43.67  | 45.85  |
| Range 33.0 | 38.62  | 40.55  | 42.58  | 44.71  | 46.95  |
| Range 33.5 | 39.61  | 41.59  | 43.67  | 45.85  | 48.14  |
| Range 34.0 | 40.55  | 42.58  | 44.71  | 46.95  | 49.30  |
| -          |        |        |        |        |        |
| Range 34.5 | 41.59  | 43.67  | 45.85  | 48.14  | 50.55  |
| Range 35.0 | 42.58  | 44.71  | 46.95  | 49.30  | 51.77  |



#### **Employee Anniversary Increments:**

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

| 7 years of service:  | \$0.48 |
|----------------------|--------|
| 10 years of service: | \$0.95 |
| 15 years of service: | \$1.43 |
| 20 years of service: | \$1.91 |
| 25 years of service: | \$2.39 |
|                      |        |

#### Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

#### **Bilingual Stipend:**

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent. From: Rascon, Shari Sent: Wednesday, May 23, 2018 8:13 AM To: Vaca, Jesus <jvaca@oxnardsd.org> Subject: RE: Ratification: 17/18 Contract and MOU

# Good Morning Dr. Vaca,

We ratified last night, 80 yes to 3 no votes. Please include on the school board agenda for June 6, 2018.

Thank youll

Shari Rascon Employee Benefits Specialist Oxnard School District 805-385-1501 ext. 2441

## OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 6, 2018

- A. Preliminary \_\_\_\_ Study Session \_\_\_\_ Report \_\_\_\_
- B. Hearing: \_
- C. Consent Agenda Agreement Category:

|    |                     |                         | Academic   | 2                       |
|----|---------------------|-------------------------|------------|-------------------------|
|    |                     |                         | Enrichme   | nt                      |
|    |                     |                         | Special E  | ducation                |
|    |                     |                         | Support S  | ervices                 |
|    |                     |                         | Personnel  |                         |
|    |                     |                         | Legal      |                         |
|    |                     |                         | Facilities |                         |
| D. | Action Items        | <u> </u>                |            |                         |
| E. | Approval of Minutes |                         |            |                         |
| F. | Board Policies      | 1 <sup>st</sup> Reading | S          | 2 <sup>nd</sup> Reading |

# Approval of the Revisions to the Oxnard School District and OXNARD SUPPORTIVE SERVICES ASSOCIATION ("OSSA") 2017-18 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the Oxnard Supportive Services Association have reached a tentative agreement for the 2017-2018 school contract year. The negotiating teams met from May 2017 through May 2018. The following individuals participated in the sessions:

<u>CSEA Bargaining Team</u> Brenda Muth, President Jose Carranza Monica Garcia Lauren Kaprielian Annette Murguia Steve Tobey Irene Zavala <u>District Bargaining Team</u> Dr. Jesus Vaca, Lead Negotiator Janet Penanhoat Dr. Edd Bond Luis Ramirez Chris Ridge Amelia Sugden

The following articles were revised:

| ARTICLE 3:  | GRIEVANCE PROCEDURE        |
|-------------|----------------------------|
| ARTICLE 6:  | DUTY HOURS                 |
| ARTICLE 7:  | ASSIGNMENT OF UNIT MEMBERS |
| ARTICLE 8:  | STUDENT RATIO              |
| ARTICLE 9:  | EVALUATIONS                |
| ARTICLE 11: | LEAVE PROVISIONS           |
| ARTICLE 16: | SALARIES                   |
| ARTICLE 22: | TERM                       |
|             |                            |

# **FISCAL IMPACT:**

\$101,259 from the general fund

# **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Supportive Services Association, as presented.

# ADDITIONAL MATERIAL(S):

- Revisions to 2017-18 Collective Bargaining Agreement between the District and OSSA (four pages)
- 2017-18 Salary Schedule (OSSA) (one page)
- Email dated 5/18/18 from OSSA President confirming contract ratification (one page)

# **DISTRICT GOALS (S):**

<u>District Goal One</u>: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

# Article 7 ASSIGNMENT OF UNIT MEMBERS

7.1 <u>Definition of Terms</u>

7.1.1 <u>Years of Service</u>. For the purpose of this article, Years of Service is defined as the total amount of time a unit member is employed within the bargaining unit.

7.1.2 <u>Assignment</u>. An assignment is the placement of a unit member in a specific program, department or site.

7.1.3 <u>Reassignment</u>. Reassignment for purposes of this agreement is a change of assignment from one program, department or site to another within the bargaining unit.

7.1.4 <u>Position</u>. A position is a specific job classification.

7.1.5 <u>Reduction</u>. A reduction is a decrease in the number of unit members in a position.

7.1.6 Vacancy. A vacancy is an unstaffed assignment.

# 7.2 Assignment Criteria

In assigning unit members to a work schedule, the District shall follow and apply any or all of the criteria listed below:

- a. legal requirements of the District;
- b. years of service within the bargaining unit;
- c. individual training, experience, credentials;
- d. educational needs of the school or department to which the unit member is assigned; and
- e. preference of unit member.

In effectuating such assignments, the District shall not act arbitrarily, capriciously, or without basis in fact. Administrator will discuss potential changes in assignment with the affected unit member prior to the notification of change in assignment. Unit members will be notified of the following year assignment by May 31<sup>st</sup>. Written notification and explanation of criteria considered will be provided to the unit member.

7.23 <u>Reassignment After the Start of the Unit Member's Work Year</u> Upon request, *T*the unit member's supervisor shall meet with the unit member to discuss assignments consider *unit member's input.* 

7.23.1 If it becomes necessary for the District to reassign a unit member after the start of the unit member's work year as defined in the OSSA work calendar attached herein.

7.3.1.1 If the District reassigns a bargaining unit member to another school site, the member shall be paid up to 16 hours in order to relocate.

7.23.1.42 The District shall notify the unit member at least ten (10) days prior in writing/email to the reassignment.

7.23.1.23 The unit member shall receive upon request a written explanation of the reasons or the reassignment and selection of the particular unit member.

7.<del>2</del>3.1.<del>3</del>4

An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reassignment.

7.34 <u>Unit Member-Initiated Reassignment</u>

7.34.1 Unit members shall have the right to request a change of assignment by notifying their immediate supervisor in writing.

7.34.2 Unit members not selected shall be granted upon request a written explanation regarding their non-selection.

7.34.3 Unit members who transfer from one five-step position to another fivestep position within the unit shall be placed on the lowest step on the salary schedule at which the unit member will realize an increase in the per diem rate.

7.45 <u>Reduction</u>

7.45.1 Reduction shall be on the basis of seniority in the position.

7.45.2 Unit members subject to reduction shall be transferred, if possible; relocated, if credentials permit; or finally, released from employment.

7.45.3 The unit member shall receive upon request a written explanation of the reasons for the reduction.

7.45.4 An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reduction

7.45.5 The Oxnard School District and the Oxnard Supportive Services Association acknowledge that present case law allows a District to reassign pupil support service personnel to any other certificated position in which the unit member is credentialed to serve. Due to the significant changes such a reassignment might involve, the District will inform the affected employee as far in advance as is administratively possible of any contemplated change.

In the event the District determines to abolish a position in the bargaining unit, the District shall first meet and confer with the Association.

7.<del>5</del>6 Extra Day Assignments

An extra-duty assignment is defined as any work outside a member's regular workday and job duties, included but not limited to the following:

- Extended school year
- Summer school
- Parent trainings in the evening
- Special projects
- Additional work at end of the school year

7.56.1 The District will advertise extra duty assignments on the District's website and via District email.

7.56.2 The District shall follow and apply any or all of the criteria listed below in assigning unit members to extra-duty assignments.

a. legal requirements of the District;

b. years of service within the bargaining unit;

c. individual training, experience, credentials;

d. educational needs of the school or department to which the unit member is assigned; and e. preference of unit member

In effectuating such assignments, the District shall not act arbitrarily, capriciously, or without basis in fact. Unit member shall not be required to accept an extended school year assignment.

# Article 8. STUDENT RATIO

8.1 <u>Definition of Terms</u>

8.1.1 "Caseload" for Speech-Language Pathologists: Number of students with an active IEP that you are assigned to and responsible for providing services.

8.1.2 "Student Ratio" for school-based Speech-Language Pathologists: calculated using percentages of FTE carrying caseload, excluding Preschool.

8.42 Unit members shall be assigned a student ratio not to exceed that required in the Education Code. When the student ratio exceeds the Education Code maximum, a referral to the District Special Education Administrator will be made by the Unit Member to review the caseload for problem solving/resolution.

8.23 The District shall also consider recommended federal and state guidelines.

# Article 16 SALARIES

16.9.1 Any unit member who uses his/her personal vehicle in the performance of work for the school District shall receive a mileage stipend based on the following:

- A. Unit Members (except as described in C below) assigned to one location shall receive 60 miles per month at the IRS approved per diem rate.
- B. Unit Members (except as described in C below) assigned to more than one location shall receive 125 miles per month at the IRS approved per diem rate.
- C. Nurse Coordinator, Program Specialist Coordinator, Behavioral Specialist Coordinator, unit members assigned to *Augmentative Alternative Communication assignments, private school assignments*, the BEST program, and Nurses shall receive 250 miles per month at the IRS approved per diem rate.

# Article 19. WELLNESS

19.1 The Association and District recognize that unit members have high demands on their time, skills, and stamina. As such, it is imperative that unit members have the skills needed to address both the stressors, physical, mental, spiritual and emotional on themselves, as well as the community. Skills for how to accomplish this have emerged from a variety of fields including positive psychology, mindfulness and similar meditative practices, traditional relaxation training, and from the new field of psychoneuroimmunology. The Association and the District will offer ongoing professional development that supports unit members' well-being, recognizing we share a respect for the relationship of the mind to the body, and the importance of using positive intention to influence therapeutic outcomes. The wellness support will include opportunities to learn by doing; to demonstrate the power of positive intention, positive affective expression, progressive relaxation strategies, mindful practices for being fully present moment by moment, and the use of guided imagery to produce beneficial physical and emotional outcomes in both ourselves and in the students we serve. Every regular [departmental District Office] staff meeting will integrate a component of wellness and self-care. The District will provide two opportunities for members per school year which may include in-service, trainings, *[or] external options. The overall purpose of this approach is to increase wellness and work/life* balance for unit members and their ability to provide quality service to our community and to increase unit member's awareness of the extra-therapeutic factors that influence successful outcomes within therapeutic relationships. These methods for self-care will help create the conditions for improved physical and emotional functioning for unit members.

19.2 Unit members may use the release days for wellness activities as part of the allocation as referenced in Professional Growth Article 17.4.2. Release time for wellness is included within the total amount of release time allocated for professional growth. Requests for release time for unit member initiated wellness activities shall be submitted to the unit member's Site supervisor or Administrative designee for approval. The District shall not act arbitrarily or capriciously when rejecting requests.

Article 19-20. SUPPORT OF AGREEMENT

Article 20 21. CONCERTED ACTIVITIES

Article 21 22. SAVINGS PROVISIONS

Article 22 23. TERM

Article 23 24. DISCIPLINE

#### Oxnard Support Services Association (OSSA) 2017-18 Salary Schedule effective 07/01/2017

| Nurse  |            |     |                   | Days   |        | 183   |           |
|--------|------------|-----|-------------------|--------|--------|-------|-----------|
|        | Daily Rate |     | Daily Rate Column |        | Column | An    | niversary |
| Step 1 | \$         | 411 | \$                | 75,199 | \$     | 1,792 |           |
| Step 2 | \$         | 431 | \$                | 78,887 |        |       |           |
| Step 3 | \$         | 452 | \$                | 82,788 |        |       |           |
| Step 4 | \$         | 475 | \$                | 86,906 |        |       |           |
| Step 5 | \$         | 499 | \$                | 91,260 |        |       |           |

| Nurse w/ | 'Mas       | Days |               | 183 |           |
|----------|------------|------|---------------|-----|-----------|
|          | Daily Rate |      | Column        |     | niversary |
| Step 1   | \$         | 463  | \$<br>84,659  | \$  | 2,005     |
| Step 2   | \$         | 486  | \$<br>88,886  |     |           |
| Step 3   | \$         | 510  | \$<br>93,349  |     |           |
| Step 4   | \$         | 536  | \$<br>98,082  |     |           |
| Step 5   | \$         | 560  | \$<br>102,497 |     |           |

| School C | oun        | selor | Days |         | 183 |           |
|----------|------------|-------|------|---------|-----|-----------|
|          | Daily Rate |       |      | Column  |     | niversary |
| Step 1   | \$         | 440   | \$   | 80,467  | \$  | 1,911     |
| Step 2   | \$         | 475   | \$   | 86,887  |     |           |
| Step 3   | \$         | 510   | \$   | 93,307  |     |           |
| Step 4   | \$         | 545   | \$   | 99,726  |     |           |
| Step 5   | \$         | 580   | \$   | 106,146 |     |           |

| Coordina | tor (      | Days |               | 210 |           |
|----------|------------|------|---------------|-----|-----------|
|          | Daily Rate |      | Column        | An  | niversary |
| Step 1   | \$         | 494  | \$<br>103,746 | \$  | 2,434     |
| Step 2   | \$         | 516  | \$<br>108,364 |     |           |
| Step 3   | \$         | 539  | \$<br>113,211 |     |           |
| Step 4   | \$         | 563  | \$<br>118,310 |     |           |
| Step 5   | \$         | 589  | \$<br>123,657 |     |           |

| Speech 7 | Thera      | apist | Days |         | 183 |           |
|----------|------------|-------|------|---------|-----|-----------|
|          | Daily Rate |       |      | Column  | An  | niversary |
| Step 1   | \$         | 463   | \$   | 84,659  | \$  | 2,005     |
| Step 2   | \$         | 486   | \$   | 88,886  |     |           |
| Step 3   | \$         | 510   | \$   | 93,349  |     |           |
| Step 4   | \$         | 536   | \$   | 98,082  |     |           |
| Step 5   | \$         | 560   | \$   | 102,497 |     |           |

| Psychologist |     |         |    | Days    |    |           |
|--------------|-----|---------|----|---------|----|-----------|
|              | Dai | ly Rate |    | Column  | An | niversary |
| Step 1       | \$  | 500     | \$ | 97,482  | \$ | 2,293     |
| Step 2       | \$  | 522     | \$ | 101,870 |    |           |
| Step 3       | \$  | 546     | \$ | 106,481 |    |           |
| Step 4       | \$  | 571     | \$ | 111,318 |    |           |
| Step 5       | \$  | 597     | \$ | 116,400 |    |           |

| Coordinator |     |         |    | Days    |    | 180       |  |
|-------------|-----|---------|----|---------|----|-----------|--|
|             | Dai | ly Rate |    | Column  | An | niversary |  |
| Step 1      | \$  | 494     | \$ | 88,925  | \$ | 2,101     |  |
| Step 2      | \$  | 516     | \$ | 92,883  |    |           |  |
| Step 3      | \$  | 539     | \$ | 97,037  |    |           |  |
| Step 4      | \$  | 563     | \$ | 101,408 |    |           |  |
| Step 5      | \$  | 589     | \$ | 105,993 |    |           |  |

| Coordinator |     |         |    | Days    |    | 205       |  |
|-------------|-----|---------|----|---------|----|-----------|--|
|             | Dai | ly Rate |    | Column  | An | niversary |  |
| Step 1      | \$  | 494     | \$ | 101,372 | \$ | 2,381     |  |
| Step 2      | \$  | 516     | \$ | 105,807 |    |           |  |
| Step 3      | \$  | 539     | \$ | 110,453 |    |           |  |
| Step 4      | \$  | 553     | \$ | 113,410 |    |           |  |
| Step 5      | \$  | 589     | \$ | 120,801 |    |           |  |

| Coordinator |     |         |    | Days    |    | 190       |  |
|-------------|-----|---------|----|---------|----|-----------|--|
|             | Dai | ly Rate |    | Column  | An | niversary |  |
| Step 1      | \$  | 494     | \$ | 93,954  | \$ | 2,214     |  |
| Step 2      | \$  | 516     | \$ | 98,065  |    |           |  |
| Step 3      | \$  | 539     | \$ | 102,371 |    |           |  |
| Step 4      | \$  | 564     | \$ | 107,069 |    |           |  |
| Step 5      | \$  | 589     | \$ | 111,962 |    |           |  |

| Inactive Classifications:              |          |
|----------------------------------------|----------|
| Coordinator - GATE                     | 180 Days |
| Coordinator - Reading First            | 180 Days |
| Coordinator - Title VII Prof. Develop. | 180 Days |
| Coordinator - Prof. Develop.           | 225 Days |
| Coordinator - Educational Media Tech   | 225 Days |
| Senior Psychologist                    | 225 Days |
| Senior Speech Therapist                | 225 Days |

Behavior Specialist and Program Speciliast are on Coordinator 190 day schedule.

\*Masters must be in Nursing, Public Health or Education

Anniversary increments in the amount of \$600 shall be granted at the beginning of the 9th year and 2.25% of Step 1 of the employee's salary, plus \$100 shall be granted at the beginning of the 12th, 15th, 18th, 21st, 24th, 27th, 30th, 33rd, 36th and 39th years of service to the District. An annual doctorate stipend of \$500 will be offered. An annual stipend of \$1,000 will be offered to the Senior Psychologist and the Senior Speech Therapist.

From: Muth, Brenda Sent: Friday, May 18, 2018 3:22 PM To: Vaca, Jesus <jvaca@oxnardsd.org> Subject: Contract Ratification

Hello Dr. Vaca,

OSSA ratified our contract for 2017-18.

Have a great weekend!

Brenda Muth

District Psychologist McKinna School Oxnard School District

805-385-1501 x2206

## OSD BOARD AGENDA ITEM

| Name | of Contributor: Dr. Jes      | sus Vaca                | Date of Meeting: June 6, 2018 |
|------|------------------------------|-------------------------|-------------------------------|
| A.   | Preliminary<br>Study Session |                         |                               |
|      | Report                       |                         |                               |
| В.   | Hearing:                     |                         |                               |
| C.   | Consent Agenda               |                         |                               |
|      | Agreement Category:          |                         |                               |
| D.   | Action Items                 | <u>X</u>                |                               |
| E.   | Approval of Minutes          |                         |                               |
| F.   | Board Policies               | 1 <sup>st</sup> Reading | 2 <sup>nd</sup> Reading       |

# Approval of Revised 2017-18 Compensation for Management and Confidential Employees (Vaca)

In accordance with the District's practice for treating each employee group similarly, the following compensation increase to Management and Confidential employee groups is presented for the Board's consideration:

| Employee Group                        | Compensation                                                |
|---------------------------------------|-------------------------------------------------------------|
| Certificated and Classified Employees | <ul> <li>1% on-going COLA, retroactive to 7/1/17</li> </ul> |
| *Management Employees                 |                                                             |
| Confidential Employees                | <ul> <li>1% on-going COLA, retroactive to 7/1/17</li> </ul> |
| * Confidential Employees              |                                                             |

# FISCAL IMPACT:

The fiscal impact is \$ 120,130 to be paid out of the general fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2017-2018 compensation revisions, as indicated above.

#### ADDITIONAL MATERIAL(S):

- Certificated Management Compensation and Benefit Program: 2017-18 effective 7/1/17, including Site Administrator Compensation and Benefit Program (four pages)
- Classified Management Compensation and Benefit Program: 2017-18 effective 7/1/17 (two pages)
- Confidential Compensation & Benefit Program 2017-18 (two pages)

#### **DISTRICT GOAL(S):**

<u>District Goal One</u>: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

#### <u>CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2017-18</u> (effective 7-1-2017)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

|                           | Vacation Days |           |  |  |  |
|---------------------------|---------------|-----------|--|--|--|
| <b>Management Service</b> | 11 Months     | 12 Months |  |  |  |
| Years $1-3$               | 20            | 22        |  |  |  |
| Years $4-7$               | 21            | 23        |  |  |  |
| Years 8 – 11              | 22            | 24        |  |  |  |
| Years 12 – 15             | 23            | 25        |  |  |  |
| Years 16 or more          | 24            | 26        |  |  |  |

Annual Salary. An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment**: The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate**. An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments**. Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule**. Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

| Position                               | Days | Step 1    | Step 2    | Step 3    |
|----------------------------------------|------|-----------|-----------|-----------|
| Director, Pupil Services               | 261  | \$118,203 | \$128,836 | \$140,434 |
| Director, Special Education            | 261  | \$118,203 | \$128,836 | \$140,434 |
| Director, Curriculum, Instruction &    |      |           |           |           |
| Accountability                         | 261  | \$118,203 | \$128,836 | \$140,434 |
| Director, Dual Language Programs       | 261  | \$118,203 | \$128,836 | \$140,434 |
| Director, English Learner Services     | 261  | \$118,203 | \$128,836 | \$140,434 |
| Director, Certificated Human Resources | 261  | \$118,203 | \$128,836 | \$140,434 |
| Director, MSAP Grant                   | 242  | \$109,598 | \$119,457 | \$130,211 |
| Manager, Special Education             | 261  | \$104,612 | \$114,022 | \$124,285 |
| Manager, Special Programs              | 261  | \$104,612 | \$114,022 | \$124,285 |

**Credit for Out of District Management Experience**. Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year**. Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits.** Effective July 1, 2015, the District will make a \$10,800 annual contribution towards the premium for the following group health insurance programs:

A. Health and AccidentB. Dental with/OrthoC. VisionD. Life Insurance

**Health and Welfare Benefits for Retirees**. Certificated Administrators Hired prior to June 30, 2012: For any certificated administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the

Certificated Administrators hired on or after July 1, 2012 will not receive retiree benefits.

date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Retirement Contribution Benefits.** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership**. The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

## SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM:

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

## Preamble:

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.

2. Salary of site administrators is based on an assumption that there need not be a "salary schedule" as the District will pay for their expertise and competence from the outset. There is no need for additional "steps" as the District's policy is to pay for experience and competence from the beginning.

3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.

4. It is in the District's interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary. An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment**: The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate**. An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator.** An Annual stipend of 2% of the site administrator's base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Implementation of Salary Schedule**. Initial placement of all site administration employees will be to the non-Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent

**Duties Assigned Beyond the Regularly Designated Duty Year**. Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated on a pro-rata basis at their per diem rate of pay.

| Description                               | Days | Daily Rate | Annual<br>Salary |
|-------------------------------------------|------|------------|------------------|
| Master Principal, Middle School/K-8       | 215  | \$647.10   | \$139,128        |
| Master Principal Elementary School        | 210  | \$613.36   | \$128,805        |
| Master Asst. Principal, Middle School/K-8 | 210  | \$559.14   | \$117,419        |
| Master Asst. Principal, Elementary School | 205  | \$560.49   | \$114,900        |
| Principal, Middle School/K-8              | 215  | \$613.35   | \$131,871        |
| Principal, Elementary School              | 210  | \$566.99   | \$119,068        |
| Asst. Principal, Middle School/K-8        | 210  | \$547.15   | \$114,900        |
| Asst. Principal, Elementary School        | 205  | \$547.15   | \$112,165        |

**Health and Welfare Benefits.** Effective July 1, 2015, the District will make a \$10,800 annual contribution towards the premium for the following group health insurance programs:

| 001                 |
|---------------------|
| Health and Accident |
| Dental with/Ortho   |
| Vision              |
| Life Insurance      |
|                     |

**Health and Welfare Benefits for Retirees**. Site Administrators Hired prior to June 30, 2012: For any site administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Site Administrators hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits**. The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership**. Upon annual written request, and the timely processing of membership by a site administrator the District shall pay the membership dues of site administration employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Revised March 2015; May 2018

## <u>CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2017-18</u> (effective 7-1-2017)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

|                           | Vacation Days |           |  |  |  |  |
|---------------------------|---------------|-----------|--|--|--|--|
| <b>Management Service</b> | 11 Months     | 12 Months |  |  |  |  |
| Years $1-3$               | 20            | 22        |  |  |  |  |
| Years $4-7$               | 21            | 23        |  |  |  |  |
| Years 8 – 11              | 22            | 24        |  |  |  |  |
| Years 12 – 15             | 23            | 25        |  |  |  |  |
| Years 16 or more          | 24            | 26        |  |  |  |  |

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment**: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate.

The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits**: Effective July 1, 2015, the District will make a \$900.00 per month contribution towards the premium for the following group health insurance programs:

| A. | Health and Accident |
|----|---------------------|
| B. | Dental with/Ortho   |
| C. | Vision              |
| D. | Life Insurance      |
|    |                     |

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life

insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

#### **Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

| Position                                     | Paid<br>Days* | Step 1    | Step 2    | Step 3    |
|----------------------------------------------|---------------|-----------|-----------|-----------|
| Chief Information Officer                    | 261           | \$122,753 | \$133,796 | \$145,840 |
| Director, Budget & Finance                   | 261           | \$108,492 | \$118,250 | \$128,895 |
| Director of Facilities                       | 261           | \$108,492 | \$118,250 | \$128,895 |
| Director of Classified Human Resources       | 261           | \$108,492 | \$118,250 | \$128,895 |
| Facilities Project/Sustainability Manager    | 261           | \$98,201  | \$107,435 | \$116,669 |
| Director of Purchasing                       | 261           | \$93,046  | \$101,415 | \$110,544 |
| Senior Manager, Maintenance & Operations     | 261           | \$89,709  | \$97,778  | \$106,579 |
| Director, Child Nutrition Services           | 261           | \$88,075  | \$95,999  | \$104,640 |
| Public Information Officer                   | 261           | \$87,679  | \$95,566  | \$104,168 |
| Risk Manager                                 | 261           | \$87,679  | \$95,566  | \$104,168 |
| Director, Early Childhood Education Programs | 261           | \$83,126  | \$90,604  | \$98,759  |
| Director of Transportation                   | 261           | \$83,126  | \$90,604  | \$98,759  |
| Executive Asst. to Superintendent**          | 261           | \$74,492  | \$81,193  | \$88,501  |
| Senior Human Resource Analyst                | 261           | \$74,492  | \$81,193  | \$88,501  |
| Accountant/Internal Auditor                  | 261           | \$74,492  | \$81,193  | \$88,501  |
| Enrollment Center Manager                    | 261           | \$71,565  | \$78,002  | \$85,023  |
| Warehouse/Graphics Manager                   | 261           | \$65,736  | \$71,649  | \$78,098  |
| Custodial Services Manager                   | 261           | \$64,388  | \$70,192  | \$76,511  |
| Grounds Manager                              | 261           | \$64,388  | \$70,192  | \$76,511  |
| Asst. Director of Child Nutrition Services   | 261           | \$62,015  | \$67,593  | \$73,677  |
|                                              |               |           |           |           |

\*Includes vacation days and holidays \*\*Plus a \$775 monthly stipend Assignment to Step and Anniversary Increments. Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven-year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

**Confidential Stipend.** In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

**Professional Growth**. All confidential employees of the Oxnard School District are eligible to participate in the classified Professional Growth Award Program.

<u>Health and Welfare Benefits.</u> Effective July 1, 2015, the District will make a \$900.00 per month contribution towards the premium for the following group health insurance programs:

- Health and Accident
- Dental with/Ortho
- Vision/Life

**Disability Retirement Under PERS.** Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

#### Health and Welfare Benefits for Retirees.

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69

Confidential Employees hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits.** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership**. The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

# **CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2017-18**

Effective 7-1-2017

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

| STEPS   |         |         |         |         |         |         | E+\$40E+\$80E+\$120E+\$160E+\$2\$3,626\$3,666\$3,706\$3,746\$3,7\$3,716\$3,756\$3,796\$3,836\$3,8\$3,804\$3,844\$3,884\$3,924\$3,8\$3,904\$3,944\$3,984\$4,024\$4,0\$3,997\$4,037\$4,077\$4,117\$4,7\$4,096\$4,136\$4,176\$4,216\$4,2 |         |         | S*      |
|---------|---------|---------|---------|---------|---------|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---------|---------|
|         | А       | В       | С       | D       | Е       | 7 Yrs   | 10 Yrs                                                                                                                                                                                                                                | 15 Yrs  | 20 Yrs  | 25 Yrs  |
| Range # |         |         |         |         |         | E+\$40  | E+\$80                                                                                                                                                                                                                                | E+\$120 | E+\$160 | E+\$200 |
| 1.0     | \$2,950 | \$3,099 | \$3,252 | \$3,418 | \$3,586 | \$3,626 | \$3,666                                                                                                                                                                                                                               | \$3,706 | \$3,746 | \$3,786 |
| 1.5     | \$3,027 | \$3,174 | \$3,337 | \$3,501 | \$3,676 | \$3,716 | \$3,756                                                                                                                                                                                                                               | \$3,796 | \$3,836 | \$3,876 |
| 2.0     | \$3,099 | \$3,252 | \$3,418 | \$3,586 | \$3,764 | \$3,804 | \$3,844                                                                                                                                                                                                                               | \$3,884 | \$3,924 | \$3,964 |
| 2.5     | \$3,174 | \$3,337 | \$3,501 | \$3,676 | \$3,864 | \$3,904 | \$3,944                                                                                                                                                                                                                               | \$3,984 | \$4,024 | \$4,064 |
| 3.0     | \$3,252 | \$3,418 | \$3,586 | \$3,764 | \$3,957 | \$3,997 | \$4,037                                                                                                                                                                                                                               | \$4,077 | \$4,117 | \$4,157 |
| 3.5     | \$3,337 | \$3,501 | \$3,676 | \$3,864 | \$4,056 | \$4,096 | \$4,136                                                                                                                                                                                                                               | \$4,176 | \$4,216 | \$4,256 |
| 4.0     | \$3,418 | \$3,586 | \$3,764 | \$3,957 | \$4,159 | \$4,199 | \$4,239                                                                                                                                                                                                                               | \$4,279 | \$4,319 | \$4,359 |
| 4.5     | \$3,501 | \$3,677 | \$3,864 | \$4,055 | \$4,259 | \$4,299 | \$4,339                                                                                                                                                                                                                               | \$4,379 | \$4,419 | \$4,459 |
| 5.0     | \$3,586 | \$3,764 | \$3,957 | \$4,159 | \$4,359 | \$4,399 | \$4,439                                                                                                                                                                                                                               | \$4,479 | \$4,519 | \$4,559 |
| 5.5     | \$3,676 | \$3,864 | \$4,056 | \$4,259 | \$4,470 | \$4,510 | \$4,550                                                                                                                                                                                                                               | \$4,590 | \$4,630 | \$4,670 |
| 6.0     | \$3,764 | \$3,957 | \$4,159 | \$4,359 | \$4,579 | \$4,619 | \$4,659                                                                                                                                                                                                                               | \$4,699 | \$4,739 | \$4,779 |
| 6.5     | \$3,864 | \$4,056 | \$4,259 | \$4,470 | \$4,697 | \$4,737 | \$4,777                                                                                                                                                                                                                               | \$4,817 | \$4,857 | \$4,897 |
| 7.0     | \$3,957 | \$4,159 | \$4,359 | \$4,579 | \$4,807 | \$4,847 | \$4,887                                                                                                                                                                                                                               | \$4,927 | \$4,967 | \$5,007 |
| 7.5     | \$4,056 | \$4,259 | \$4,470 | \$4,697 | \$4,925 | \$4,965 | \$5,005                                                                                                                                                                                                                               | \$5,045 | \$5,085 | \$5,125 |
| 8.0     | \$4,159 | \$4,359 | \$4,579 | \$4,807 | \$5,049 | \$5,089 | \$5,129                                                                                                                                                                                                                               | \$5,169 | \$5,209 | \$5,249 |
| 8.5     | \$4,259 | \$4,470 | \$4,697 | \$4,925 | \$5,171 | \$5,211 | \$5,251                                                                                                                                                                                                                               | \$5,291 | \$5,331 | \$5,371 |
| 9.0     | \$4,359 | \$4,579 | \$4,807 | \$5,049 | \$5,302 | \$5,342 | \$5,382                                                                                                                                                                                                                               | \$5,422 | \$5,462 | \$5,502 |
| 9.5     | \$4,470 | \$4,667 | \$4,911 | \$5,171 | \$5,432 | \$5,472 | \$5,512                                                                                                                                                                                                                               | \$5,552 | \$5,592 | \$5,632 |
| 10.0    | \$4,579 | \$4,807 | \$5,049 | \$5,302 | \$5,563 | \$5,603 | \$5,643                                                                                                                                                                                                                               | \$5,683 | \$5,723 | \$5,763 |
| 10.5    | \$4,697 | \$4,925 | \$5,171 | \$5,432 | \$5,706 | \$5,746 | \$5,786                                                                                                                                                                                                                               | \$5,826 | \$5,866 | \$5,906 |
| 11.0    | \$4,807 | \$5,049 | \$5,302 | \$5,563 | \$5,842 | \$5,882 | \$5,922                                                                                                                                                                                                                               | \$5,962 | \$6,002 | \$6,042 |
| 11.5    | \$4,925 | \$5,171 | \$5,432 | \$5,706 | \$5,991 | \$6,031 | \$6,071                                                                                                                                                                                                                               | \$6,111 | \$6,151 | \$6,191 |
| 12.0    | \$5,049 | \$5,302 | \$5,563 | \$5,842 | \$6,137 | \$6,177 | \$6,217                                                                                                                                                                                                                               | \$6,257 | \$6,297 | \$6,337 |
| 12.5    | \$5,171 | \$5,432 | \$5,706 | \$5,991 | \$6,292 | \$6,332 | \$6,372                                                                                                                                                                                                                               | \$6,412 | \$6,452 | \$6,492 |

\* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

| Position                                                             | Days | Range | Stipend |
|----------------------------------------------------------------------|------|-------|---------|
| Executive Assistant to the Asst. Superintendent of Human Resources   | 261  | 10.0  | \$373   |
| Executive Assistant to the Asst. Superintendent of Ed. Services      | 261  | 10.0  | \$373   |
| Executive Assistant to the Asst. Superintendent of Business Services | 261  | 10.0  | \$373   |

# OSD BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: June 6, 2018

Closed Session:

- Preliminary A.
- B. Hearing:
- C. Consent Agenda
- D. Action Items
- E.
- Action Items
  Reports/Discussion Items (no action)
  2<sup>nd</sup> Reading
  2<sup>nd</sup> Reading F.

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Consider Approval of Employment Agreement for Assistant Superintendent, Educational Services/Chief Academic Officer

The District has completed the recruitment process for the Assistant Superintendent of Educational Services/Chief Academic Officer position. Dr. Ana DeGenna was selected for appointment to the position. Attached is the written Employment Agreement for Assistant Superintendent, Educational Services/Chief Academic Officer

## FISCAL IMPACT:

The proposed annual salary is \$172,179.02.

# **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Employment Agreement

# ADDITIONAL MATERIAL(S):

1) Assistant Superintendent, Educational Services/Chief Academic Officer, Employment Agreement

# EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT, EDUCATION SERVICES/CHIEF ACADEMIC OFFICER OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the 6<sup>th</sup> day of June 2018, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Dr. Anabolena DeGenna ("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 the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District's Assistant Superintendent for a term commencing July 1, 2018 and e9nding June 30, 2021, 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 Education 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 her 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 246 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 her 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 her duties under this Agreement.
- 4. SALARY:
  - 4.1 The salary of the Assistant Superintendent shall be one hundred seventy-two thousand one hundred seventy-nine dollars and two cents (\$172,179.02) per year for the term of this Agreement, payable on the last working day of each calendar month at a rate not to exceed \$14,348.25 per calendar month, commencing July 1, 2018.
  - 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 goals objectives. The District predetermined and 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 30<sup>th</sup> 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 In addition to the compensation and benefits described in Articles 4 and 7, the Assistant Superintendent shall be provided with group health and welfare benefits currently available to certificated management. Group health and welfare benefit may be amended, changed, or modified by approval or resolution of the Board.
- 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 30<sup>th</sup> 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 her 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 her 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 her professional duties. The Assistant Superintendent shall request permission from the Superintendent for her attendance at out-of-state meetings and periodically report to the Superintendent her appraisal of the meetings. All out-ofstate 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 her 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 organization 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 her 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 her 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 her 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 her 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

- 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 her 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 her favor at the time of executing the release which, if known by him must have materially affected her 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 her 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, her 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 Superintendent's office or position. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the 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 sixty (60) 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 sixty (60) 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:\_

Debora Cordes, 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 Educational Services/Chief Academic Officer of the Oxnard School District.

Date of Acceptance: \_\_\_\_\_, 2018

Dr. Anabolena DeGenna

Employment Agreement Asst Supt Dr. Anabolena DeGenna- draft

#### OSD BOARD AGENDA ITEM

Name of Contributor(s): Dr. Cesar Morales

Date of Meeting: June 6, 2018

Closed Session:

- A. Preliminary
- B. Hearing:
- C. Consent Agenda
- D. Action Items X
- E. Reports/Discussion Items (no action)\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

Consideration of Approval of Employment Agreement Amendments for Cabinet Members

At the last board meeting, the Board ratified an agreement with the Oxnard Educators Association (OEA) that included a 1% salary increase retroactive to July 1, 2017. A tentative agreement on the same salary increase has also been reached between the District, CSEA, and OSSA and is being considered by the Board at this meeting. In accordance with the District's regular practice, amendments for cabinet level District Administrators with written employment agreements that reflect the same salary increase are provided here for the Board's consideration.

In addition, the amendments increase the term of each administrator's agreement by one year and revise the sick leave term to eliminate compensation for accrued, unused sick leave. The recommended Amendments are attached for consideration.

#### FISCAL IMPACT:

The fiscal impact for the salary increase for all cabinet members is \$7,429.55.

#### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Employment Agreement Amendments attached.

#### ADDITIONAL MATERIAL(S):

- 1) Eighth Amendment Employment Agreement -Superintendent
- First Amendment Employment Agreement- Assistant Superintendent, Business & Fiscal Services
- Eighth Amendment Employment Agreement- Assistant Superintendent, Human Resources & Support Services

# EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND CESAR MORALES, SUPERINTENDENT

This Eighth Amendment to the Employment Agreement ("Eighth Amendment") is made and entered into this 6th day of June, 2018 between the Oxnard School District ("District") and Dr. Cesar Morales, Superintendent, ("Superintendent"). This Eighth Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2013, to extend the salary, the term and revise the sick leave article, as follows:

- 1. Article 4 is amended as follows:
  - 4.1. The salary of the Superintendent shall be increased by 1% for the term of this agreement, retroactive to July 1, 2017.
- 2. 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 four (4) years commencing July 1, 2017, and ending June 30, 2021, subject to the terms and conditions set forth herein. For purpose of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be four (4) years. The District hereby employed as Oxnard School District Superintendent for a term of four (4) years commencing July 1, 2018, and ending June 30, 2022, subject to the terms and conditions set forth herein. For purpose of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be four (4) years commencing July 1, 2018, and ending June 30, 2022, subject to the terms and conditions set forth herein. For purpose of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be four (4) years.
- 3. SICK LEAVE: The Superintendent shall receive twelve (12) days paid sick leave per year. Upon termination or expiration of this Agreement, the Superintendent shall be paid for all unused and accrued sick leave at the current per diem rate.

For the Board of Trustees:

By:

Debra M. Cordes, Board President

Date of Acceptance:

Dr. Cesar Morales, Superintendent

## FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND JANET PENANHOAT, ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES

This First Amendment to the Employment Agreement ("First Amendment") is made and entered into this 6th day of June, 2018 between the Oxnard School District ("District") and Janet Penanhoat, Assistant Superintendent, Business and Fiscal Services, ("Assistant Superintendent"). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective October 4, 2017 to extend the salary, the term and revise the sick leave provision, as follows:

- 1. Article 4 is amended as follows:
  - 4.1 The salary of the Assistant Superintendent shall be increased by 1% for the term of this agreement, retroactive to October 4, 2017.
- 2. TERM OF AGREEMENT: The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District's Assistant Superintendent, Business and Fiscal Services for a term commencing July 1, 2017 and ending June 30, 2020, subject to the terms and conditions set forth herein. The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as the District's Assistant Superintendent, Business and Fiscal Services for a term conditions set forth herein. The District hereby employed as the District's Assistant Superintendent, Business and Fiscal Services for a term commencing July 1, 2018 and ending June 30, 2021, subject to the terms and conditions set forth herein.
- 3. SICK LEAVE: The Assistant Superintendent shall receive twelve (12) days paid sick leave per year. Upon termination or expiration of this Agreement, the Assistant Superintendent shall be paid for all unused and accrued sick leave at the current per diem rate.

For the Board of Trustees:

By:

Debra M. Cordes, Board President

Date of Acceptance:

Janet Penanhoat, Assistant Superintendent, Business and Fiscal Services

### EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND JESUS VACA, ASSISTANT SUPERINTENDENT HUMAN RESOURCES & SUPPORT SERVICES

This Eighth Amendment to the Employment Agreement ("Eighth Amendment") is made and entered into this 6<sup>th</sup> day of June, 2018 between the Oxnard School District ("District") and Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services ("Assistant Superintendent"). This Eighth Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective November 4, 2013, to extend, the salary, the term and revise the sick leave provision, as follows:

- 1. Article 4 is amended as follows:
  - 4.1 The salary of the Assistant Superintendent shall be increased by 1% for the term of this agreement, retroactive to July 1, 2017.
- 2. TERM OF AGREEMENT: The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as Oxnard School District Superintendent for a term of three (3) years commencing July 1, 2017, and ending June 30, 2020, subject to the terms and conditions set forth herein. For purpose of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be three (3) years. The District hereby employs the Assistant Superintendent and the Assistant Superintendent agrees to be employed as Oxnard School District Superintendent for a term of three (3) years commencing July 1, 2018, and ending June 30, 2021, subject to the terms and conditions set forth herein. For purpose of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be three (3) years.
- 3. SICK LEAVE: The Assistant Superintendent shall receive twelve (12) days paid sick leave per year. Upon termination or expiration of this Agreement, the Assistant Superintendent shall be paid for all unused and accrued sick leave at the current per diem rate.

For the Board of Trustees:

By:

Debra M. Cordes, Board President

Date of Acceptance:

Dr. Jesus Vaca Assistant Superintendent, Human Resources

CALL TO ORDER

ROLL CALL

PLEDGE OF

ALLEGIANCE

#### Regular Board Meeting March 15, 2017

The Board of Trustees of the Oxnard School District met in regular session at 5:01 p.m. on Wednesday, March 15, 2017, at the Educational Service Center.

A roll call of the Board was conducted. Present were President Ernest "Mo" Morrison and Trustees, Debra M. Cordes, Denis O'Leary, and Veronica Robles-Solis. Trustee Monica Madrigal Lopez was absent. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Lydia Garcia.

Edgar Mejia, 5<sup>th</sup> grader in Ms. Lucinda Harrel's class, led the audience in the Pledge of Allegiance.

Berenis Zamora, 5th grader in Ms. Sandy Sloan's and Ms. Joy Garza'sDISTRICT'S VISIONclass, And Alexia Valencia, 5th grader in Ms. Laura Pigeon's class, read theAND MISSIONDistrict's Vision and Mission Statements in English; Josiah Melgoza, 5th grader inSTATEMENTSMs. Lucinda Harrel's class, read them in Spanish.Statements in English; Josiah Melgoza, 5th grader in

Dr. Cesar Morales, District Superintendent addressed Marshall School parents and the audience, asking for a brief pause to allow for item A.7 to be moved, due to presenters needing to be at the Naval Base.

Mr. Mike Barber from the Santa to the Sea Organization and Ms. Dawn Geitner from NRG presented checks as follows:

- \$500 to Kamala School, 5<sup>th</sup> Place
- \$1,000 to Lemonwood School, 3<sup>rd</sup> place
- \$1,500 to Driffill School, 2<sup>nd</sup> place
- \$2,500 to Cesar Chavez received, 1<sup>st</sup> place

Dr. Marlene Breitenbach, principal at Marshall School of Visual & Performing Arts introduced a group of 4<sup>th</sup> and 5<sup>th</sup> grade students that performed a musical number, in keeping with their focus on visual and performing arts. The song, "El Presidio" was written by their teacher from OMAG, Mrs. Lindsay, who was also in attendance. Following the performance Dr. Breitenbach presented an overview of good things happening at Marshall.

President Morrison thanked the students, parents and staff for participating in the board meeting.

The Board of Trustees recognized Curren students that were present for the board meeting who had read one million words with a t-shirt that states "I read 1,000,000 words, what's your super power?". Mrs. Anna Thomas stated there were 74 students total on tonight's list, half scheduled at 5:00 p.m. and the other half at 7:00 p.m. Superintendent congratulated parents and students.

RECOGNITION OF OXNARD SCHOOL DISTRICT'S MILLION WORD READERS

Oxnard School District Oxnard, California 03-15-17

AWARD PRESENTATION TO CHAVEZ, DRIFFILL, KAMALA AND LEMONWOOD SCHOOLS FROM SANTA TO THE SEA ORGANIZATION

PRESENTATION BY MARSHALL SCHOOL OF VISUAL & PERFORMING ARTS The Board of Trustees presented certificates to recognize students that were winners of the African American Speech Expo. Ms. Robin Freeman presented the students. First place winner Diego Flores, 6<sup>th</sup> grader at Soria School presented his speech on Malcolm X. Second place winner Sophia Pirtle, 5<sup>th</sup> grader at McAuliffe School presented her speech on Ida B. Wells. Third place winner Fher Ayala,5<sup>th</sup> grader at Cesar Chavez School, presented his speech on Muhammad Ali.

A.8 Changes to the agenda were noted:

- Pulled A.11 Closed Session, Item #2 Removal/Suspension/Expulsion of a Student, Case No. 16-11
- Revised item C.12 Approval of Public Hearing to Present the Results of a Preliminary Environmental Assessment for the Doris Patterson Site, correct Education Code citation should be Section 17213.1A6A
- Pulled Item C.16 Adoption of Notice of Intention To Adopt The Proposed Resolution of Necessity #16-26 And Setting Of Date For Public Hearing Pursuant to California Code of Civil Procedure Section 1245.235

On motion by Trustee Robles-Solis, seconded by Trustee Cordes and carried on a roll call vote of 3-1; Trustee O'Leary being the nay vote; the Board adopted the agenda, as amended.

A.9 Ernesto Flores and Emilio Flores, from CFW, Inc., provided an update regarding G.O. Bond Measure D. The proceeds from the bond sale to be used to implement the Master Construct and Implementation Program. The current statutory debt limit for non-unified school districts is 1.25% of the total assessed valuation of the taxable property within a districts boundaries. As of December 2016, District's outstanding debt was down to 1.45% of the District's total assessed valuation. It is projected that the District will be able to return to statutory debt limit in 2024-2025 as planned under previous bond waiver.

Investment grading from Standard & Poors (S&P) Global Ratings, was another requirement; OSD was awarded an A+ rating and affirmed the preexisting A+ rating on all prior bonds. Rating reflects District's stable enrollment, overall economy and healthy tax base. S&P highlighted the District's sound fiscal management and the steps taken by the Board to adopt financial management policies, as well as the six-month review of the construction plan in keeping the Board and public informed. The District is actively managing their capital plan, which shows long-term vision. Series A Bond sale happened that morning; several investors demonstrated increased interest in the District's policies and procedures relative to socially responsible projects. There was overall strong demand for the bonds. The bonds had a total interest cost was 4.186%, which is a very strong rate. Overview of reconstruction and new construction plans were summarized.

Following discussion, Trustees and Administration thanked CFW, Inc. for their hard work.

RECOGNITION OF AFRICAN AMERICAN SPEECH EXPO WINNERS

# ADOPTION OF THE AGENDA

STUDY SESSION UPDATE TO THE **BOARD REGARDING** THE ISSUANCE OF THE DISTRICT'S GENERAL **OBLIGATION BONDS,** ELECTION OF 2016, SERIES A, IN CONNECTION WITH THE MASTER CONSTRUCT AND **IMPLEMENTATION** PROGRAM AND THE PROPOSED USE OF **BOND PROCEEDS** 

#### ANNOUNCEMENTS PRIOR TO CLOSED SESSION March 15, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

The following addressed the Board of Trustees during closed session public comment:

• Mr. Dennis Hardgrave, speaking on behalf of the Borchard family, owners of the property in the Teal Club area. Expressed frustration with the duration of the negotiations on the project. They have held back on releasing the EIR pending negotiations. They would like the process completed. On behalf of the Borchard family, they would like to request to work directly with the Superintendent and the Deputy Superintendent of Business Services to wrap this up. If that doesn't happen, they will need to move ahead with the EIR.

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION one (1) case
- EXISTING LITIGATIONS: two (2 cases)
  - Office of Administrative Services Case No: 2017020576 and 2017020645

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-05 (Action Item)
- Case No. 16-06 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under Government Code, Section 54956.8:

 Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
- PUBLIC EMPLOYEE(S) EVALUATION: Principals

Trustees convened to closed session at 6:21 p.m. until approximately 7:08 p.m. to discuss items on the closed session agenda.

PUBLIC COMMENT

CLOSED SESSION

**CLOSED SESSION** 

President Morrison reported the Board would be returning to closed REPC session after the regular board meeting to complete the items on the closed session SESS agenda.

Continuation of recognition of students that were present for the board meeting, who had read one million or more words with a t-shirt that states "I read 1,000,000 words, what's your super power?" Mrs. Anna Thomas introduced Isis Castaneda and Jesus Reyna, Curren School students. The Superintendent congratulated students and parents on their achievement.

A.15 Ms. Robin Freeman, Assistant Superintendent, Educational Services presented an overview of the California New Multiple Measures Accountability System, also known as the California School Dashboard, that was just released that same morning at 10:30 a.m. The Dashboard shows how schools are performing, allowing for comparison between schools and districts. OSD will be looking at priorities 1-6. Ms. Freeman reviewed in detail the indicators and goals for each priority. The Dashboard will be in full effect in 2017/18, it can be found on the web at www.caschooldashboard.org

After discussion, Dr. Cesar Morales, Superintendent thanked Ms. Freeman for her presentation, given that the Dashboard had just been released that same morning.

**B**.1 Clerk Cordes read the Rules For Individual Presentations in English and in **RULES FOR** Spanish. PRESENTATIONS No one addressed the Board of Trustees during public comment. PUBLIC COMMENT CONSENT AGENDA The following items on the consent agenda were approved on motion by Trustee O'Leary, seconded by Trustee Robles-Solis, and carried on a roll call vote (Motion #16-103) of 4-0, as amended. C.1 Accepted the following gifts: (Acceptance of Gifts) From Oxnard Educators Association, a donation of books to the Brekke Library in honor of Dr. Seuss' Birthday; From Oxnard Educators Association, a donation of books to the Marina West Library in honor of Dr. Seuss' Birthday; From Oxnard Educators Association, a donation of books to the McKinna Library in honor of Dr. Seuss' Birthday; From Oxnard Educators Association, a donation of books to the San Miguel Library in honor of Dr. Seuss' Birthday; From Ms. Alice O. Ortega, a donation of \$150.00 to Juan Soria School, that will be used to support students; From Oxnard Educators Association, a donation of books to Juan Soria Library in honor of Dr. Seuss' Birthday.

RECOGNITION OF OXNARD SCHOOL DISTRICT'S MILLION WORD READERS

CALIFORNIA SCHOOL DASHBOARD REPORT

#### C.2 Approved the following agreements:

Academic:

 #16-240 with Oxnard Performing Arts & Convention Center, for use of facilities for 8<sup>th</sup> Grade Promotion Ceremonies for Frank, Fremont and Haydock Academies, June 15, 2017; amount not to exceed \$2,463.75, to be paid with Unrestricted General Funds;

Enrichment:

- #16-237 with Studio V 4 Arts LLC, to provide the Studio V 4 Arts LLC curriculum to 40 R.J. Frank Academy students in April and May 2017; amount not to exceed \$1,000.00, to be paid with AVID Donation Account Funds;
- #16-238 with Kagan Professional Development, to provide teachers at R.J. Frank Academy of Marine Science & Engineering with professional development in the area of Cooperative Learning, Class Building, and Team Building on March 25, 2017; amount not to exceed \$9,855.00, to be paid with Title I Funds;
- #16-245 with Ventura County Arts Council, to provide dance lessons to McKinna School Newcomer students, April 1, 2017 through June 30, 2017; amount not to exceed \$1,500.00, to be paid with Education Foundation Grant Funds;
- #16-248 with Kingsmen Shakespeare Company, to provide educational workshops for students at Chavez, Curren, Driffill, Kamala, Lemonwood and Soria Schools, March 16, 2017 through August 1, 2017; amount not to exceed \$12,000.00, to be paid with Title I Funds and Site Allocated General Fund Non-Targeted;

Special Education:

 #16-244 with Soliant Health, to provide temporary service providers to Oxnard School District Special Education Services, March 17, 2017 through June 30, 2017; amount not to exceed \$30,000.00, to be paid with Special Education Funds;

Support Services:

- #16-239 with Restorative Justice Resource Center, to provide Restorative Justice Training to administrative staff and teachers in the Oxnard School District, April 11-13, 2017, amount not to exceed \$11,250.00, to be paid with Title I Funds;
- #16-242 with Mixteco/Indigena Community Organizing Project (MICOP) and The Children's Partnership, to provide Health4All Kids Forum for Oxnard School District families, March 16, 2017 through June 30, 2017; at no cost to the District;
- #16-243 with IO Education, to provide assessment training on use of software to OSD Staff, April 1, 2017 through June 30, 2018; amount not to exceed \$4,485.00, to be paid with General Funds;
- #16-246 with California Lutheran University's TRIO Talent Search Program, to identify and assist individuals from disadvantaged backgrounds who have the potential to succeed in higher education, March 16, 2017 through June 30, 2018; at no cost to the District;
- #16-247 with Canon Solutions America Inc., to provide a 4-year lease with Oxnard NfL Family Resource Centers, March 21, 2017 through March 2021; amount not to exceed \$4,440.00 per year - \$17,760.00 for four year total; to be paid with Ventura County Children & Families First Commission (First 5 Ventura County).

#### C.3 Ratified the following agreements:

Special Education:

- #16-232 with Ventura County Office of Education, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year; amount not to exceed \$334,444.76, to be paid with Special Education Funds;
- #16-234 with Dr. Carlos A. Flores, Licensed Psychologist, to provide independent education evaluator services with the Special Education Services Department during the 2016-2017; amount not to exceed \$30,000.00, to be paid with Special Education Funds;
- #16-241 with Auditory Processing Center of Pasadena, to provide (central) auditory processing evaluations for the Special Education Service Department during the 2016-2017 academic year; amount not to exceed \$5,000.00, to be paid with Special Education Funds.

C.4 Authorized the Superintendent to make corrections to the Non-Substantive changes as noted in the attached summary dated 3/15/17; no fiscal impact.

C.5 Approved Amendment #003 to Agreement #12-231 with SVA Architects, Inc. for additional architectural services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$129,835.00, to be funded from the Lemonwood K-8 School Reconstruction budget utilizing a combination of Measure "R" Bond Funds, Developer Fees and School Facilities Program ("SFP") grant reimbursements.

C.6 Approved Amendment #004 to Agreement #12-231 with SVA Architects, Inc., for additional Architectural Services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$93,272.50, to be funded from the Lemonwood K-8 School Reconstruction budget utilizing a combination of Measure "R" Bond Funds, Developer Fees, and School Facilities Program ("SFP") grant reimbursements.

C.7 Approved Amendment #2 to Agreement # 14-88 for an eighteen (18) month extension of the Leased Portable Building for use at the Harrington Elementary School Interim Preschool Facility; amount not to exceed \$21,150.00, to be paid with Measure "R" Bond Funds.

(Ratification of Agreements)

(Authorize Superintendent to Make Certain Non-Substantive Changes to the Construction Services Agreement between Bernards and the Oxnard School District for the Construction of the Elm K-5 School)

(Approval of Amendment #003 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project)

(Approval of Amendment #004 to Agreement #12-231 with SVA Architects To Provide Additional Architectural Services for the Lemonwood School Reconstruction Project)

(Approval of Amendment #2 to Agreement #14-88 with Mobile Modular Corporation For A Lease Extension of One (1) Portable Classroom Building Located at the Harrington Elementary School Interim Pre-K Facilities) C.8 Approved Supplemental Work Authorization Letter #2-S to Agreement #13-154 with NV5 West Inc., for additional Special Inspection & Testing Services required to complete the Project; amount not to exceed \$134,946.00, to be funded from the Lemonwood K-8 School Reconstruction budget utilizing a combination of Measure "R" Bond Funds, Developer Fees, and School Facilities Program ("SFP") grant reimbursements.

C.9 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #16-INF-02, ESC Lobby Remodel Project with GRD Construction.

C.10 Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #15-01, Ritchen School HVAC Chiller Plant Project with Bon Air Inc.

C.11 Approved WAL #4 for Master Agreement #13-124 with Construction Testing Engineering Inc.; amount not to exceed \$139,894.00, to be paid with Measure "R" Bond Funds.

C.12 Approved setting the date of April 19, 2017 for a Public Hearing to present the Preliminary Environmental Assessment results for the Doris/Patterson Site.

C.13 Set the date of Wednesday, April 19, 2017, for a public hearing on the Oxnard School District 2017 School Facilities Needs Analysis Report.

C.14 Approved Purchase Order/Draft Payment Report #16-07, as submitted.

- C.15 Accepted district's enrollment report for the month of February 2017.
- C.16 *Item was pulled from the agenda.*

Oxnard School District Oxnard, California (Approval of Supplemental Work Authorization Letter #2-S ("WAL #2-S") for Agreement #13-154 with NV5 West Inc. to Perform Special Inspection & Testing Services for the Lemonwood E.S. Reconstruction Project)

(Approval of Notice of Completion, ESC Lobby Remodel Project, Bid #16-INF-02)

(Approval of Notice of Completion, Ritchen School HVAC Chiller Plant Project, Bid #15-01)

(Approval of Work Authorization Letter #4 for Agreement #13-124 with Construction Testing Engineering Inc. (CTE Inc.) for Geotechnical Observation & Testing and Material Testing & Special Inspection Services for the Elm Elementary School Reconstruction Project)

(Approval of Public Hearing to Present the Results of A Preliminary Environmental Assessment for the Doris/Patterson Site)

(Setting of Date for Public Hearing – School Facilities Needs Analysis Report)

(Purchase Order/Draft Payment Report #16-07)

(Enrollment Report)

(Adoption of Notice of Intention To Adopt The Proposed Resolution of Necessity #16-26 and Setting of Date for Public Hearing Pursuant to California Code of Civil

Procedure Section 1245.235)

/Increase Hours of

(Personnel Actions)

(CERTIFICATED)

Positions)

(Establish/Abolish/Reduce

C.17 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

Established:

• A five hour and forty-five minute, 183 day Paraeducator II, position number 8083, to be established in the Special Education department. This position will be established to support APE specialist at various sites.

Fiscal Impact:

Cost for Para II-\$29,894 Special Education Fund

#### C18. Personnel Action:

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District.

| Name                | Position             | <b>Effective Date</b> |
|---------------------|----------------------|-----------------------|
| <u>New Hires</u>    |                      |                       |
| Nicole Gorenflo     | Substitute Teacher   | 2016/2017 School Year |
| Bobby Herrera       | Substitute Teacher   | 2016/2017 School Year |
| Harold Hutton       | Substitute Teacher   | 2016/2017 School Year |
| Carrie McDaniel     | Substitute Teacher   | 2016/2017 School Year |
| Jessica Pendley     | Substitute Teacher   | 2016/2017 School Year |
| Margaret Steketee   | Substitute Teacher   | 2016/2017 School Year |
| Judit Torres        | Substitute Teacher   | 2016/2017 School Year |
| Deborah Weilbracher | Substitute Teacher   | 2016/2017 School Year |
| Ambar Zendejas      | Substitute Teacher   | 2016/2017 School Year |
| <u>Resignations</u> |                      |                       |
| Byrami, Margaret    | Teacher, Marina West | 06/17/2017            |
| Leave of Absence    |                      |                       |
| Joy Fedele          | Teacher, Fremont     | 3/09/17 - 6/16/17     |
| Adriana Ramos       | Teacher, Fremont     | 2/27/17 - 6/16/17     |

The following classified individuals to be employed in the capacities and (CLASSIFIED) for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

| <u>Name</u><br>New Hire            | Position                                                                                                                                                  | Effective Date |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Alonso, Raul                       | Maintenance Worker I, Position #5844<br>Facilities 8.0 hrs./246 days                                                                                      | 03/18/2017     |
| Cairns, Allison                    | Assistant Director of Child Nutrition Services,<br>Position #2873                                                                                         | 02/24/2017     |
| Castellanos Vizcaino, Ana<br>Luisa | Child Nutrition 8.0 hrs./246 days<br>Paraeducator I (B), Position #7170                                                                                   | 02/23/2017     |
| De Lira, Gloria                    | Curren 4.10 hrs./183 days<br>Paraeducator I (B), Position #7821                                                                                           | 02/27/2017     |
|                                    | Lemonwood 5.5 hrs./183 days                                                                                                                               |                |
| Escobar Rivas, Yuriana             | Paraeducator I (B), Position #7825<br>McKinna 5.0 hrs./183 days                                                                                           | 02/21/2017     |
| Vasquez Mendoza, Anita             | Paraeducator III, Position #2903<br>Special Education 5.75 hrs./183 days                                                                                  | 02/27/2017     |
| Limited Term                       | -                                                                                                                                                         |                |
| Arenas, Pedro                      | Custodian                                                                                                                                                 | 02/15/2017     |
| Hernandez, Joel A.                 | Paraeducator                                                                                                                                              | 02/13/2017     |
| Meza, Raquel                       | Paraeducator                                                                                                                                              | 02/09/2017     |
| Mize, Heaven A                     | Paraeducator                                                                                                                                              | 02/24/2017     |
| Rodriguez Arcos, Sandra            | Paraeducator                                                                                                                                              | 02/13/2017     |
| Tirado, Daniel                     | Custodian                                                                                                                                                 | 02/15/2017     |
| Zavala, Karina                     | Clerical                                                                                                                                                  | 02/22/2017     |
| Exempt                             |                                                                                                                                                           |                |
| Jimenez, Inez                      | Campus Assistant                                                                                                                                          | 02/24/2017     |
| Transfer                           |                                                                                                                                                           |                |
| Duarte, Angela                     | Administrative Assistant, Position #560<br>English Learner Services 8.0 hrs./246 days<br>School Office Manager, Position #989<br>Brekke 8.0 hrs./210 days | 02/27/2017     |
| Frenes Jr., Daniel                 | Custodian, Position #1510<br>Curren 8.0 hrs./246 days<br>Custodian, Position #2541<br>Fremont 4.0 hrs./246 days                                           | 04/07/2017     |
| Stankoski, Jodi                    | Credential Technician, Position #376<br>Certificated Human Resources<br>Position Control Specialist, Position #1263<br>Budget & Finance 8.0 hrs./246 days | 02/27/2017     |
| Leave of Absence                   |                                                                                                                                                           |                |

| Peralta, Ramona                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Preschool Assistant, Position #2663<br>Rose Ave. 3.0 hrs./183 days                     | 02/2 | 1/2017-02/24/2017                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------|
| Banales, Lizbeth                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Paraeducator II, Position #2750 Wednesdays only<br>Special Education 5.0 hrs./183 days | 01/2 | 5/2017-05/17/2017                                                                    |
| <u>Resignation</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | -                                                                                      |      |                                                                                      |
| Ford, Griffin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Accounting Specialist III, Position #846<br>Budget & Finance 8.0 hrs./246 days         | 03/1 | 7/2017                                                                               |
| Lee, Claudia                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Paraeducator I (B), Position #2805<br>Harrington 4.0 hrs./183 days                     | 02/2 | 4/2017                                                                               |
| Prado, Maricela                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Child Nutrition Worker, Position #2221<br>Frank 4.0 hrs./185 days                      | 03/0 | 2/2017                                                                               |
| <u>Retirement</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                        |      |                                                                                      |
| Ruvalcaba, Rosalinda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Office Assistant II, Position #2156<br>Harrington 7.0 hrs./203 days                    | 03/1 | 3/2017                                                                               |
| Released During Probation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                        |      |                                                                                      |
| 8410                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Outreach Specialist, Position #2688<br>Marshall 8.0 hrs./180 days                      | 03/0 | 1/2017                                                                               |
| <ul> <li>D.1 Lisa Cline, Deputy Superintendent, Business and Fiscal Services provided a report/presentation of the District's 2016-2017 Second Interim Report.</li> <li>Following discussion, on motion by Trustee Robles-Solis, seconded by Trustee Cordes and carried on a roll call vote of 4-0, the Board of Trustees accepted the 2016-2017 Second Interim Report as presented and authorized the filing of a Positive Certification with the Ventura County Office of Education.</li> </ul>                                               |                                                                                        |      |                                                                                      |
| D.2 David Fateh, Director of Facilities, provided a presentation regarding the fencing project at Driffill School to be performed over the summer. Design services are to be provided for installation of perimeter fencing and sidewalk, and installation of playground equipment.                                                                                                                                                                                                                                                             |                                                                                        |      | APPROVAL OF<br>AMENDMENT #5 TO<br>AGREEMENT #12-118<br>FLEWELLING &<br>MOODY ARCHITE |
| Following discussion on motion by Trustee Cordes, seconded by Trustee CTURE INC.<br>O'Leary and carried on a roll call vote of 3-1; Trustee Robles-Solis being the nay vote;<br>the Board of Trustees approved Amendment #5 to Agreement #12-118 with Flewelling<br>& Moody Architecture Inc., to provide design services for installation of perimeter<br>fencing and sidewalks and installation of playground equipment, curb and safety surface<br>at Driffill School; amount not to exceed \$3,000.00, to be paid with Deferred Maintenance |                                                                                        |      | CTURE INC.<br>(Motion #16-105)                                                       |

Funds.

D.3 Jeremy Cogan, from CFW, Inc. gave a brief presentation regarding the background on the McKinna reconstruction project. It was the first project in the sequence to be funded out of a successful bond program. Re-use of plans approach was used for the RFP process. Committee of district staff and CFW reviewed all RFP's and felt that Dougherty Architects would be the best choice. He introduced Brian Dougherty, Principal with Dougherty Architects, who provided a more detailed presentation on the proposed McKinna School reconstruction project. The Contract provides for the provision of Architectural Services related to the McKinna Elementary School Reconstruction Project for the Basic Services Fee of \$1,600,000.00. In addition to the Basic Services Fee, an additional reimbursement allowance of \$32,000.00 is included for approved expenses not to exceed 2% of the Basic Services Fee. Fees and reimbursements to be paid out of Master Construct and Implementation Program Funds.

Following discussion on motion by Trustee Robles-Solis, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the Board of Trustees approved Agreement #16-249 for Architectural Services with Dougherty, and the proposed project design & site layout.

E.1 On motion by Trustee Cordes, seconded by Trustee O'Leary, and carried on a roll call vote of 4-0; the Board of Trustees approved the minutes of regular board meeting of February 15, 2017, as submitted.

F.1 On motion by Trustee Robles-Solis, seconded by Trustee O'Leary and carried on a roll call vote of 4-0; the Board of Trustees reviewed the new and revised Board Policies, Administrative Regulations and Bylaws, listed below, for a second reading and adopted, as presented.

| Revision | Business and Noninstructional Operations | Cline |    |
|----------|------------------------------------------|-------|----|
| AR 3350  | TRAVEL EXPENSES                          |       | (] |

#### Dr. Cesar Morales:

 Thanked all readers that volunteered to read for Dr. Seuss. Dr. Seuss day is helping to inspire students to love reading. Reviewed/presented Superintendent's Highlights video covering all the great and positive things happening at the schools.

Ms. Monica Madrigal Lopez:

Absent

Mrs. Veronica Robles-Solis:

- Congratulated Curren's Million Reader students; few here tonight; hopes some can be rescheduled to be recognized at the April meeting so that they can receive their t-shirts.
- Enjoyed Dr. Seuss Day.
- Would like to see schools having competitions in robotics, something fun.

CONSIDER APPOINTMENT OF DOUGHERTY ARCHITECTS AS ARCHITECT OF RECORD FOR THE MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION PROJECT AND APPROVAL OF AGREEMENT #16-249 FOR ARCHITECTURAL SERVICES WITH DOUGHERTY ARCHITECTS FOR THE PROPOSED PROJECT DESIGN

(Motion #16-106)

APPROVAL OF BOARD MINUTES (Motion #16-107)

SECOND READING OF BOARD POLICIES, ADMINSTRATIVE REGULATIONS AND BYLAWS

(Motion #16-108)

SUPERINTENDENT ANNOUNCEMENTS

TRUSTEE ANNOUNCEMENTS

- Parent workshops at school sites, she attends, or her husband attends at Soria.
   Would like to see increased parent participation.
- April 2<sup>nd</sup> Oxnard Cesar Chavez march starting at the Cesar Chavez statue on Cooper Road. They will be taking Girl Scouts Troop #65202, (Cesar Chavez has a patch for the Girl Scouts) to the march to hand out waters and give out flags. They will be able to get their patch.
- April 5<sup>th</sup> at 7:00 p.m. Latino Thoughtmakers will be honoring Dolores Huerta at Oxnard College. She also has a patch for Girls Scouts. She was a Girl Scout for 10 years. Girl Scout troop will be present at this event to greet visitors, etc. They will meet Ms. Huerta in person.
- Shout out to Julio, the custodian at Sierra Linda; she's been getting good feedback on what a great person he is and how clean he keeps the school.

Mr. Denis O'Leary:

- Last weekend spoke to Hueneme Historic Society re: history of Cinco de Mayo.
- Also want to mention the Cesar Chavez march on April 2<sup>nd</sup>, this is the 24<sup>th</sup> year that this March is held locally. There is a significance of where it starts, the Chavez School cafeteria is the first place Cesar Chavez addressed fieldworkers there, back in 1958. Asked all to come out and support the march.
- Would like to see Class Size Reduction on an agenda in the near future. This is a good time to implement changes with the new construction projects coming up.

Mrs. Debra M. Cordes:

- Thanked community and school staffs for coming together to support the families of the two students the district recently lost.
- Enjoyed Dr. Seuss activities and talking to students about the importance of reading. Neat to see how each school does it differently.
- Congratulated Dr. Morales on his recognitions by LULAC and El Concilio, in addition to Leaders to Learn From coming up in Washington. It starts at the top, he is a good leader and great role model.

Mr. Ernest Morrison:

- It was nice ending Dr. Seuss on an up note, he always like to begin and end with a kindergarten class. Next time might set up a time for some of the students to come and read to him. Likes that Dr. Seuss day encourages reading of all books, not only the Dr. Seuss material. All schools he visited had the same feeling: safe, fun relationships between students and adults.
- Shared a copy of a magazine featuring an article on the Superintendent and his deep love of reading.

| Trustees reconvened to closed session at until approximately10:43 p.m. to discuss items on the closed session agenda.                                                                                          | CLOSED SESSION              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| President Morrison reported that the Board took the following action during closed session:                                                                                                                    | REPORT ON<br>CLOSED SESSION |
| <ul> <li>On motion by Trustee Cordes, seconded by Trustee O'Leary and carried on a roll<br/>call vote of 4-0; on the matter of Case #16-05 the Board of Trustees approved not<br/>to expel student.</li> </ul> | (Motion #16-109)            |

On motion by Trustee Robles-Solis, seconded by Trustee O'Leary and carried on a (Motion #16-110) roll call vote of 4-0; on the matter of Case #16-06 the Board of Trustees approved not to expel student.

There being no further business, on motion by Trustee Cordes, seconded ADJOURNMENT by Trustee Robles-Solis, President Morrison adjourned the meeting at 10:48 p.m.

Respectfully Submitted, DR. CESAR MORALES

District Superintendent and Secretary to the Board of Trustees

| By our signature below, given on the      | s day of          |                          | , 20, the        |
|-------------------------------------------|-------------------|--------------------------|------------------|
| Governing Board of the Oxnard School Dist | rict approves the | Minutes of the Regular I | Board meeting of |
| March 15, 2017; on motion of Trustee      |                   | _, seconded by Trustee _ | ·•               |

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

# **BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat Date of Meeting: June 6, 2018 STUDY SESSION CLOSED SESSION SECTION A-1: PRELIMINARY SECTION A-II: REPORTS SECTION B: HEARINGS SECTION C: CONSENT AGENDA Agreement Category: \_\_\_\_ Academic \_\_\_\_\_ Enrichment \_\_\_\_ Special Education \_\_\_\_ Support Services \_\_\_\_ Personnel \_\_\_ Legal Facilities SECTION D: ACTION SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading X 2<sup>nd</sup> Reading

### First Reading – New BP & AR 3230 – Federal Grant Funds (Penanhoat)

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the district shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance") as contained in 2 CFR 200.0-200.51 and Appendices I-XII.

To comply with said requirements, the California School Boards Association (CSBA) has provided language for the creation of new Board Policy and Administrative Regulation. BP & AR 3230 are presented herewith for the Board's consideration.

### FISCAL IMPACT

None.

#### RECOMMENDATION

None at this time. BP & AR 3230 will be presented for second reading and adoption at the June 20, 2018 Board meeting.

#### **ADDITIONAL MATERIAL**

Attached: BP 3230 (3 pages) AR 3230 (5 pages)

#### **Business and Noninstructional Operations**

#### FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal <u>Uniform Administrative Requirements</u>, Cost Principles, and Audit Requirements for <u>Federal Awards</u> specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

- 1. Identification in district accounts of each federal award received and expended and the federal program under which it was received
- (cf. 3100 Budget)
- 2. Accurate, current, and complete disclosure of the financial and performance results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.327 and 200.328
- (cf. 3460 Financial Reports and Accountability)
- 3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest

(cf. 1340 - Access to District Records) (cf. 3580 - District Records)

- 4. Effective controls and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes
- 5. Comparison of actual expenditures with budgeted amounts for each federal award
- 6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

#### (cf. 3400 - Management of District Assets/Accounts)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies) (cf. 3440 - Inventories) (cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

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

The district shall submit performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted within 90 days after the ending date of the grant. (2 CFR 200.301, 200.328)

(cf. 0500 - Accountability) (cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE 42122-42129 Budget requirements CODE OF FEDERAL REGULATIONS, TITLE 2 180.220 Amount of contract subject to suspension and debarment rules 200.0-200.521 Federal uniform grant guidance, especially: 200.1-200.99 Definitions 200.100-200.113 General provisions 200.317-200.326 Procurement standards 200.327-200.329 Monitoring and reporting 200.333-200.337 Record retention 200.400-200.475 Cost principles 200.500-200.521 Audit requirements CODE OF FEDERAL REGULATIONS, TITLE 34 76.730-76.731 Records related to federal grant programs CODE OF FEDERAL REGULATIONS, TITLE 48 2.101 Federal acquisition regulation; definitions

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS California Department of Education Audit Guide California School Accounting Manual EDUCATION AUDIT APPEALS PANEL PUBLICATIONS Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting U.S. DEPARTMENT OF EDUCATION PUBLICATIONS Questions and Answers Regarding 2 CFR Part 200, March 17, 2016 WEB SITES California Department of Education: http://www.cde.ca.gov Education Audit Appeals Panel: http://www.eaap.ca.gov Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb/grants\_docs State Controller's Office: http://www.sco.ca.gov System for Award Management (SAM): www.sam.gov/portal/SAM/##11 U.S. Department of Education: http://www.ed.gov U.S. Government Accountability Office: http://www.gao.gov

#### **Business and Noninstructional Operations**

#### FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's <u>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards</u> (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

#### Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. He/she shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the <u>California</u> <u>School Accounting Manual</u>.

(cf. 3300 - Expenditures and Purchases) (cf. 3314 - Payment for Goods and Services)

#### **Period of Performance**

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 90 days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.343)

#### Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.326 and Appendix II of Part 200, or with any applicable state law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to

consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

- 1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold specified in 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)
- 2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)
- 3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 Bids, unless exempt from bidding under the law.

#### (cf. 3311 - Bids)

- 4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)
- (cf. 3312 Contracts)
- 5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)
- 6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (200.328)

For any purchase of \$25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.213)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.326)

#### **Capital Expenditures**

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.12, 200.13, 200.20, 200.33, 200.48, 200.58, 200.89, 200.313, 200.439)

#### **Conflict of Interest**

No Governing Board member, district employee, or district representative shall participate in the selection, award, or administration of a contract supported by federal funds if he/she has a real or apparent conflict of interest, such as when he/she or a member of his/her immediate

family, his/her partner, or an organization which employs or is about to employ any of them has a financial interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

#### Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

#### Personnel

All district employees who are paid in full or in part with federal funds, including employees whose salary is paid with state or local funds but is used to meet a required match or in-kind contribution to a federal program, shall document the amount of time they spend on grant activities. (2 CFR 200.430)

#### Records

Except as otherwise provided in 2 CFR 200.333, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all

other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.333)

(cf. 1340 - Access to District Records) (cf. 3580 - District Records)

#### Audits

Whenever the district expends \$750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

# **BOARD AGENDA ITEM**

| Name of Contributor: Janet Penanhoat                                                                        | Date of Meeting: June 6, 2018                                                                                              |
|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| STUDY SESSION<br>CLOSED SESSION<br>SECTION A-1: PRELIMINARY<br>SECTION A-II: REPORTS<br>SECTION B: HEARINGS |                                                                                                                            |
| SECTION C: CONSENT AGENDA                                                                                   | Agreement Category:<br>Academic<br>Enrichment<br>Special Education<br>Support Services<br>Personnel<br>Legal<br>Facilities |
| SECTION D: ACTION<br>SECTION F: BOARD POLICIES 1 <sup>ST</sup> F                                            | Reading X 2 <sup>nd</sup> Reading                                                                                          |

# First Reading – Revisions to BP & AR 3553 – Free and Reduced Price Meals (Penanhoat/Lugotoff)

The administration is recommending revisions to BP & AR 3553 Free and Reduced Price Meals, to comply with updated regulations including those relative to summer feeding programs and Community Eligibility Provision (CEP).

Deleted language is indicated by strikethrough font, and added language is indicated by *italicized* font.

### FISCAL IMPACT

N/A

#### RECOMMENDATION

None at this time. BP & AR 3553 will be presented for second reading and adoption at the June 20, 2018 Board meeting.

#### ADDITIONAL MATERIAL

Attached: BP 3553 (4 pages) AR 3553 (4 pages)

#### **Business and Noninstructional Operations**

#### FREE AND REDUCED PRICE MEALS

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the district's food service program.

The district shall provide at least one nutritionally adequate meal each school day, free of charge or at a reduced price, for students whose families meet federal eligibility criteria. (Education Code 49550, 49552)

(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6177 - Summer School)

The Superintendent or designee shall ensure that meals provided through the free and reducedprice meal program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548.

(cf. 3550 - Food Service/Child Nutrition Program) (cf. 5030 - Student Wellness)

Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.

The Board shall approve, and shall submit to the California Department of Education for approval, a plan that ensures that students eligible to receive free or reduced-price meals and milk are not treated differently from other students. (Education Code 49557)

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 5145.3 - Nondiscrimination/Harassment)

#### **Confidentiality/Release of Records**

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential except as provided by law. (Education Code 49558)

The Board authorizes designated employees (*LEA Testing Coordinator*) to use individual records pertaining to student eligibility for any free and reduced-price meal program for the purposes of: (Education Code 49558)

1. Disaggregation of academic achievement data

2. In any school identified for program improvement under Title I of the No Child Left Behind Act, identification of students eligible for school choice and supplemental educational services

(cf. 0520.2 -Title I Program Improvement Schools) (cf. 5125 - Student Records) (cf. 6162.51 - Standardized Testing and Reporting Program) (cf. 6171 - Title I Programs)

The Board further authorizes the release of information on the school lunch program application to the local agency that determines Medi-Cal program eligibility, provided that the student is approved for free meals and the parent/guardian consents to the sharing of information as provided by Education Code 49557.2.

#### (cf. 5141.6 School Health Services)

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the local control funding formula and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. He/she also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency for purposes of determining

eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

(cf. 5141.6 - School Health Services)

#### Legal Reference:

EDUCATION CODE 48980 Notice at beginning of term 49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001 49490-49494 School breakfast and lunch programs 49500-49505 School meals 49510-49520 Nutrition 49530-49536 Child Nutrition Act of 1974 49547-49548.3 Comprehensive nutrition service 49550-49562 Meals for needy students CODE OF REGULATIONS, TITLE 5 15510 Mandatory meals for needy students 15530-15535 Nutrition education 15550-15565 School lunch and breakfast programs UNITED STATES CODE, TITLE 20 1232g Federal Educational Rights and Privacy Act 6301-6514 Title I programs UNITED STATES CODE, TITLE 42 1751-1769j School lunch program 1771-1791 Child nutrition, especially: 1773 School breakfast program CODE OF FEDERAL REGULATIONS, TITLE 7 210.1-210.31 National School Lunch Program 220.10-220.21 National School Breakfast Program 245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk WELFARE AND INSTITUTIONS CODE 14005.41 Basic health care

#### Management Resources:

CSBA PUBLICATIONS Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012 Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012 CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS NSD SNP-12-2015 Updated Guidance on Sharing of School Meal Applications and the Passing of Assembly Bill 1599, July 2015 USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS Feed More Kids, Improve Program Participation Direct Certification Implementation Checklist, May 2008 U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS Eligibility Manual for School Meals: Determining and Verifying Eligibility, July 2015 Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002 WEB SITES CSBA: http://www.csba.org California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu

Management Resources (continued):

California Healthy Kids Resource Center: http://www.californiahealthykids.org California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov/cnd

Policy adopted: October 19, 2011 OXNARD SCHOOL DISTRICT Oxnard, California

#### FREE AND REDUCED PRICE MEALS

### Applications

Education Code 49550 requires all districts to provide at least one nutritionally adequate meal during each school day to low-income students, defined in Education Code 49552 as those who meet federal eligibility criteria for free and reduced-price meals.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2. It is the responsibility of the district to ensure that applications for free and reduced-price meals and free milk meet the requirements of law.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980; 49520; 42 USC 1758; 7 CFR 245.5)

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557. An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures, and appeal procedures. This form An application form and related information shall also be provided whenever a new student is enrolled. (Education Code 48980, 49520; 7 CFR 245.5)

#### (cf. 5145.6 - Parental Notifications)

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplies to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Applications for the free and reduced-price meal program shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557; 7 CFR 245.5)

1. Applications may be submitted at any time during the school day.

1. Students participating in the National School Lunch and/or School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

#### Eligibility

The Superintendent or designee shall determine students' eligibility for the free and reducedprice meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on the CDE's web site.

Pursuant to 42 USC 1758, districts must directly certify for enrollment in the free and reducedprice meals program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 also authorizes, but does not require, districts to directly certify as eligible a student who is homeless, migratory, or a foster youth. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data. Pursuant to Education Code 49561 and 42 USC 1758, no additional application or further action is required by the household of students who are directly certified.

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4).

When authorized by law, participants in other federal or state programs may be directly certified for enrollment in the free and reduced-price meal program. (Education Code 49561)

Students shall be allowed to eat at the free rate until program eligibility is determined. Once a student has been identified as free, reduced or paid, a retroactive adjustment will be made. If it is determined that a student is reduced or full paid, parents shall be billed for the amounts owed for meals served at the free price.

#### Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits

- 2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below
- 3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

If any household is to receive a reduction or termination of benefits as a result of verification activities, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for ineligibility. He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided 10 days prior to the actual reduction or termination of benefits. The notice shall advise the household of: (7 CFR 245.6a)

- *1. The change and the reasons for the change*
- 2. The right to appeal, when the appeal must be file to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal
- 3. The right to reapply at any time during the school year

Districts participating in the Community Eligibility Provision (CEP) are excluded from annual verification of eligibility.

#### **Confidentiality/Release of Records**

The Superintendent designates the following district employee to use individual records pertaining to student participation in the free and reduced-price meal program for the purpose of disaggregation of academic achievement data or for the identification of students in any program improvement school eligible for school choice and supplemental educational services pursuant to 20 USC 6316:

#### Chief Information Officer-OSD LEA Testing Coordinator

In using the records for such purposes, the following conditions shall be satisfied: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program shall be maintained in the permanent records of any student if not otherwise allowed by law.

(cf. 5125 - Student Records)

2. Information regarding individual student participation in the free and reduced-price meal program shall not be publicly released.

- 3. All other confidentiality provisions required by law shall be met.
- 4. Information collected regarding individual students certified to participate in the free and reduced-price meal program shall be destroyed when no longer needed for its intended purpose.

#### Nondiscrimination Plan

The district's plan for students receiving free or reduced-price meals shall ensure the following: (Education Code 49557; *42 USC 1758*)

- 1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.
- 2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
- 3. The students shall not be required to work for their meals or for milk.
- 4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals or milk at a different time.

When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)

The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758; 1773)

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 5145.3 - Nondiscrimination/Harassment)

Regulation approved: October 19, 2011 revised: October 3, 2012

### OSD BOARD AGENDA ITEM

## Name of Contributor: Robin I. Freeman

#### Date of Meeting: 6/6/18

- A. Preliminary \_\_\_\_\_ Study Session \_\_\_\_\_ Report \_\_\_\_\_ B. Hearing:
- C. Consent Agenda

| C. | Consent Agenda                         |                                         |
|----|----------------------------------------|-----------------------------------------|
|    |                                        | Agreement Category:                     |
|    |                                        | Academic                                |
|    |                                        | Enrichment                              |
|    |                                        | Special Education                       |
|    |                                        | Support Services                        |
|    |                                        | Personnel                               |
|    |                                        | Legal                                   |
|    |                                        | Facilities                              |
| D. | Action Items                           |                                         |
| E. | Approval of Minutes                    |                                         |
| F. | Board Policies 1 <sup>st</sup> Reading | $\underline{X}$ 2 <sup>nd</sup> Reading |

#### Title I – Revision to BP and AR 6171 (Freeman/Thomas)

Language was added and deleted to BP and AR 6171 to align with the district's regulations for Title I. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

## FISCAL IMPACT:

None

## **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP and AR 6171 as outlined above.

#### **ADDITIONAL MATERIAL:**

BP 6171 (4 pages) AR 6171 (6 pages)

#### Instruction

#### TITLE I PROGRAMS

The Board of Trustees desires to provide a high-quality education that enables all students to meet challenging state In order to improve the academic standards. achievement of students from In schools with a large number or percentage of economically disadvantaged families, the district shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on services that strengthen the academic program and provide support to students at risk of failing to achieve state academic standards and assessments.

(cf. 5149 At Risk Students) (cf. 6011 - Academic Standards) (cf. 6162.5 - Student Assessment) (cf. 6162.51 - Standardized Testing and Reporting Program) (cf. 6162.52 High School Exit Examination)

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

*Title I funds shall be used to supplement, not supplant, funds available from state and local sources for the education of students participating in Title I programs. (20 USC 6314, 6321)* 

Descriptions of how the district will address the required components of the Title I local control accountability plan, as specified in 20 USC 6312, shall be included within the district's control and accountability plan (LCAP), the LCAP Federal Addendum, or another document. School-level strategies shall be aligned with the district's plan and be tailored to the specific needs of the students at the school.

(cf. 0420 - School Plans/Site Councils) (cf. 0400 – Comprehensive Plans) (cf.0460 – Local Control and Accountability Plan)

*In addition, t*The *the* district and each school receiving Title I funds shall develop a written parent/guardian and family engagement involvement policy in accordance with 20 USC 6318.

(cf. 6020 - Parent Involvement)

#### **Local Educational Agency Plan**

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Board of Trustees for approval. (20 USC 6312)

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the district will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the district.

## **Comparability of Services**

State and local funds used in *In* schools receiving Title I funds, *state and local funds* shall *be used to* provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all district schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

BP 6171(b)

#### TITLE I PROGRAMS (continued)

To demonstrate comparability of services among district schools, the district shall:

- 1. The Board shall adopt and implement a district wide salary schedule.
- 2. The ratio of students to *Ensure equivalence in* teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools, as measured by either or both of the following:
  - a. The ratio of students to instructional staff at each Title I school within a grade span, which shall not exceed 110 percent of the average ratio for all non-Title I district schools with that grade span.
  - b. Salary expenditures or instructional staff at each Title I school, which shall be no less than 90 percent of the average salary expenditure across non-Title I district schools.
- 3. Salary expenditures at each Title I school shall be no less than 90 percent of the average salary expenditure across non-Title I schools.
- 4. All district schools shall be provided with the same level of base funding per student for curriculum and instructional materials.
- 5. The Superintendent or designee shall maintain records of the quantity and quality of instructional materials and equipment at each school.
- 3. Ensure equivalence in the provision of curriculum materials and instructional supplies, by determining whether the per-student expenditure of state and local funds for curriculum materials and instructional supplies in Title I schools is between 90 and 110 percent of the districtwide average

4. Determine whether the amount of state and local funds allocated per student for each grade span is between 90 and110 percent of the per student average for each grade span in non-Title I schools

#### (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

In determining comparability, the district shall not include staff salary differentials for years of employment. The district also may exclude unpredictable changes in student enrollment or personnel assignments that occur after the beginning of the school year, state and local funds expended for language instruction educational programs, state and local funds expended for the excess costs of providing services to *students with disabilities* disabled students, and supplemental state or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, the The Superintendent or designee shall annually assess measure comparability in accordance with the above criteria and maintain records documenting the district's compliance. If any instances of noncomparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

#### Participation of Private School Students

The district shall provide or contract to provide special educational services, instructional services (including evaluations to determine the progress being made in meeting students' academic needs), counseling, mentoring, one-on-one tutoring, or other Title I benefits to eligible private school students residing in a participating school attendance area. Such services and benefits shall be provided on an equitable basis in comparison to services and other benefits for public school students. (20 USC 6320, 7881)

## **Program Evaluation**

The Board shall use state assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the state's proficient level of achievement on state assessments. (20 USC 6316)-regularly monitor the progress of economically disadvantaged and low-achieving students in Title I schools. During the annual evaluation of the district's progress toward achieving each goal identified in the LCAP or other planning document addressing 20 USC 6312, the Board shall review disaggregated data on academic achievement, school attendance, and other outcomes for such students and shall ensure that strategies are revised as necessary to support continuous improvement.

(cf. 0520.2 Title I Program Improvement Schools) (cf. 0520.3 Title I Program Improvement Districts) (cf. 6190 - Evaluation of the Instructional Program)

#### Legal Reference:

EDUCATION CODE 11503 Parent involvement programs in Title I schools 52055.57 Districts identified or at risk of identification for program improvement 54020-54028 Economic Impact Aid 52060-52077 – Local control and accountability plan 54420-54425 State Compensatory Education 64001 Single plan for student achievement, consolidated application programs UNITED STATES CODE, TITLE 20 6301 Program purpose 6311-6322 Improving basic programs for disadvantaged students, including: 6312 Local educational agency plan 6313 Eligibility of schools and school attendance areas; funding allocation 6314 Title I schoolwide programs 6315 Targeted assistance schools 6316 School improvement 6318 Parent involvement 6320 Participation of private school students 6321 Comparability of services 7881 Participation of private school students CODE OF FEDERAL REGULATIONS, TITLE 34 200.1-200.79 Improving basic programs for disadvantaged students Management Resources: CSBA PUBLICATIONS Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS LEA Plan, rev. May 17, 2006 Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005 U.S. DEPARTMENT OF EDUCATION GUIDANCE Title I Fiscal Issues, May 26, 2006 Designing Schoolwide Programs, March 22, 2006 Supplemental Educational Services, June 13, 2005 The Impact of the New Title I Requirements on Charter Schools, July 2004 Parental Involvement: Title I, Part A, April 23, 2004 Serving Preschool Children Under Title I, March 4, 2004 Title I Services to Eligible Private School Students, October 17, 2003 Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003 WEB SITES CSBA: http://www.csba.org

CSBA: http://www.csba.org California Department of Education: http://www.cde.ca.gov/iasa/titleone No Child Left Behind: http://www.ed.gov/nclb U.S. Department of Education: http://www.ed.gov

Policy

adopted: November 16, 2011 revised: June 20, 2018

#### OXNARD SCHOOL DISTRICT Oxnard, California

## TITLE I PROGRAMS

## **Schoolwide Programs**

A school may operate a Title I schoolwide program in order to upgrade the entire educational program of the school when at least 40 percent of the students in the school attendance area, or at least 40 percent of the students enrolled in the school, are from low-income families. (20 USC 6314; 34 CFR 200.25)

A school that does not meet these criteria may operate a Title I schoolwide program if it receives a waiver from the California Department of Education. (20 USC 6314)

Any school operating a schoolwide program shall develop a comprehensive plan with the involvement of parents/guardians, other members of the community to be served, and individuals who will carry out the plan, including teachers, principals, other school leaders, paraprofessionals present in the school, administrators (including administrators of other federal education programs), the district, tribes and tribal organizations present in the community, and, if appropriate, specialized instructional support personnel, technical assistance providers, school staff, secondary school students as applicable, and other individuals determined by the school. (20 USC 6314)

#### (cf. 0400 - Comprehensive Plans)

The schoolwide program plan shall be based on a comprehensive needs assessment of the entire school and shall be incorporated into a single plan for student achievement which also incorporates the plans required for other categorical programs included in the state's consolidated application. (Education Code 64001; 20 USC 6314)

#### (cf. 0420 - School Plans/Site Councils)

The plan shall describe the strategies that the school will implement to address school needs, including a description of how such strategies will: (20 USC 6314)

1. Provide opportunities for all students, including economically disadvantaged students, ethnic subgroups, students with disabilities, and English learners, to meet state academic standards

(cf. 6011 - Academic Standards)

2. Use methods and instructional strategies that strengthen the school's academic program, increase the amount and quality of learning time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education

#### (cf. 6141 - Curriculum Development and Evaluation) (cf. 6177 - Summer Learning Programs)

- 3. Address the needs of all students in the school, but particularly the needs of those at risk of not meeting state academic standards, through activities which may include the following:
  - a. Counseling, school-based mental health programs, specialized instructional support services, mentoring services, and other strategies to improve students' skills outside the academic subject areas
- (cf. 5141.6 School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

- (cf. 6164.5 Student Success Teams)
  - b. Preparation for and awareness of opportunities for postsecondary education and the workforce, which may include career and technical education programs and broadening secondary school students' access to coursework to earn postsecondary credit while still in high school

(cf. 6141.4 International Baccalaureate Program) (cf. 6141.5 Advanced Placement) (cf. 6172.1 - Concurrent Enrollment in College Classes) (cf. 6178 Career Technical Education)

- c. Implementation of a schoolwide tiered model to prevent and address problem behavior, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act
- d. Professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data from academic assessments and to recruit and retain effective teachers, particularly in high-need subjects
- (cf. 4111/4211/4311 Recruitment and Selection)
- (cf. 4131 Staff Development)

(cf. 4222 - Teacher Aides/Paraprofessionals)

- (cf. 4231 Staff Development)
- (cf. 4331 Staff Development)
  - e. Strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs

(cf. 5148.3 - Preschool/Early Childhood Education)

The plan shall also include a description of any applicable federal, state, and local programs that will be consolidated in the schoolwide program. (20 USC 6314; 34 CFR 200.27)

The plan and its implementation shall be regularly monitored and revised as necessary based on student needs to ensure that all students are provided opportunities to meet state academic standards. (20 USC 6314)

#### **Targeted Assistance Programs**

Any school that receives Title I funds but does not operate a schoolwide program shall use Title I funds to provide services to eligible students who are failing, or most at risk of failing, to meet state academic standards. Students shall be identified on the basis of multiple, educationally related, objective criteria, except that students in preschool through grade 2 shall be selected solely on the basis of criteria, including objective criteria, established by the district and supplemented by the school. (20 USC 6315)

Eligible students include those who are economically disadvantaged; students with disabilities; migrant students, including those who participated in a migrant education program pursuant to 20 USC 6391-6399 in the preceding two years; English learners; students who participated in a Head Start or state preschool program in the preceding two years; students in a local institution for neglected or delinquent children and youth or attending a community day program for such students; and homeless students. (20 USC 6315)

Any targeted assistance program shall: (20 USC 6315)

- 1. Use program resources to help participating students meet state academic standards, which may include programs, activities, and academic courses necessary to provide a well-rounded education
- 2. Use methods and instructional strategies that strengthen the academic program, through activities which may include:
  - a. Expanded learning time, before- and after-school programs, and summer programs and opportunities
  - b. A schoolwide tiered model to prevent and address behavior problems, and early intervention services, coordinated with similar activities and services carried out under the Individuals with Disabilities Education Act
- 3. Coordinate with and support the regular education program, which may include services to assist preschool students in the transition to elementary school programs

- 4. Provide professional development to teachers, principals, other school leaders, paraprofessionals, and, if appropriate, specialized instructional support personnel and other school personnel who work with eligible students in Title I programs or in the regular education program. The professional development shall be provided using funds from Title I and, to the extent practicable, other sources.
- 5. Implement strategies to increase the involvement of parents/guardians of participating students
- 6. If appropriate and applicable, coordinate and integrate federal, state, and local services and programs, such as programs supported by the Elementary and Secondary Education Act, violence prevention programs, nutrition programs, housing programs, Head Start programs, adult education programs, career technical education programs, and comprehensive or targeted support and improvement activities under 20 USC 6311
- 7. Provide assurances to the Superintendent or designee that the program will:
  - a. Help provide an accelerated, high-quality curriculum
  - b. Minimize the removal of students from the regular classroom during regular school hours for instruction supported by Title I funds
  - e. On an ongoing basis, review the progress of participating students and revise the targeted assistance program, if necessary, to provide additional assistance to enable such students to meet state academic standards

#### **Participation of Private School Students**

Teachers and families of participating private school students shall have an opportunity to participate, on an equitable basis, in parent/guardian and family engagement activities and professional development pursuant to 20 USC 6318. (20 USC 6320, 7881)

Each year the Superintendent or designee shall contact officials of private schools with students who reside within district boundaries, regardless of whether the private school they attend is located within the district or whether or not those officials have previously indicated any interest in program participation, and invite them to a meeting to discuss the intent of Title I and the roles of public and private school officials.

The Superintendent or designee shall consult with appropriate private school officials, in a meaningful and timely manner, during the design and development of the district's Title I

programs, with the goal of reaching agreement on how to provide equitable and effective programs for eligible private school students. Such consultation shall occur before the district makes any decision that affects the opportunities of eligible private school students to participate in Title I programs and shall include consultation on issues such as the following: (20 USC 6320, 7881; 34 CFR 200.56)

- 1. How the needs of private school students will be identified
- 2. What services will be offered
- 3. How, where, and by whom the services will be provided
- 4. How the services will be academically assessed and how assessment results will be used to improve those services
- 5. The size and scope of the equitable services to be provided to eligible private school students, the proportion of funds to be allocated for such services, and how that proportion of funds is determined
- 6. The method or sources of data that are used to determine the number of students from low-income families in participating school attendance areas who attend private schools
- 7. How and when the district will make decisions about the delivery of services to such students, including a thorough consideration and analysis of the views of private school officials on the provision of services through a third-party provider
- 8. How, if the district disagrees with the views of private school officials on the provision of services through a third-party provider, the district will provide to private school officials a written analysis of the reasons that the district has chosen not to use a contractor
- 9. Whether the district will provide services directly or through a separate government agency, consortium, entity, or third-party contractor
- 10. Whether to provide services to eligible private school students by pooling funds or on a school-by-school basis
- 11. When services will be provided, including the approximate time of day

12. Whether to consolidate and use funds provided under Title I with other funds available for services to private school students

If the district disagrees with the views of private school officials with respect to any of the above issues, the district shall provide the officials, in writing, the reasons that the district disagrees. (20 USC 6320)

Meetings between district and private school officials shall continue throughout implementation and assessment of services. (20 USC 6320)

The district shall maintain, and shall provide to the CDE, a written affirmation signed by officials of each participating private school that consultation has occurred. The affirmation shall provide the option for private school officials to indicate their belief that timely and meaningful consultation has not occurred or that the program design is not equitable with respect to private school students. If private school officials do not provide the affirmation within a reasonable period of time, the district shall send documentation to the CDE demonstrating that the consultation has, or attempts at such consultation have, taken place. (20 USC 6320)

(cf. 3580 - District Records)

The Superintendent or designee shall also maintain copies of program descriptions, notices, funding allocations, and other communications and records pertaining to the provision of services to private school students.

Regulation approved: November 16, 2011 *revised: June 20, 2018* 



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

# BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH 'A' STREET, STARTING AT 7:00 PM

| January   | 17 | Regular Board Meeting (Note: only ONE meeting in January)                                           |
|-----------|----|-----------------------------------------------------------------------------------------------------|
| February  | 7  | Regular Board Meeting                                                                               |
|           | 21 | Regular Board Meeting                                                                               |
| March     | 7  | Regular Board Meeting                                                                               |
|           | 21 | Regular Board Meeting                                                                               |
| April     | 18 | Regular Board Meeting (Note: only ONE meeting in April)                                             |
| May       | 2  | Regular Board Meeting                                                                               |
|           | 16 | Regular Board Meeting                                                                               |
| June      | 6  | Regular Board Meeting                                                                               |
|           | 20 | Regular Board Meeting                                                                               |
| July      |    | District Dark – No meeting in July                                                                  |
| August    | 8  | Regular Board Meeting                                                                               |
|           | 22 | Regular Board Meeting                                                                               |
| September | 5  | Regular Board Meeting                                                                               |
|           | 19 | Regular Board Meeting                                                                               |
| October   | 10 | Regular Board Meeting                                                                               |
|           | 24 | Regular Board Meeting                                                                               |
| November  | 14 | Regular Board Meeting (Note: only ONE meeting in November)                                          |
| December  | 12 | Regular Board Meeting – Organizational Meeting of the Board<br>(Note: only ONE meeting in December) |

The meeting schedule shown above is subject to change at any time. NOTE: Changes are indicated in italics/bold.

Spring Break: March 26 – April 6, 2018 First Day of School: August 16, 2018

Board Approved: 12-6-17

*Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities."*