

# 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**

[www.oxnardsd.org](http://www.oxnardsd.org)

OPIE TV – Charter Spectrum Channel 20 &  
Frontier Communications - Channel 37

June 6, 2018

**Section A  
PRELIMINARY**

***A.1 Call to Order and Roll Call*** **5:00 PM**

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

**ROLL CALL:**

**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, 5<sup>th</sup> grader in Mr. David Llanes’ class, and Ricardo Poblano, 3<sup>rd</sup> 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 5<sup>th</sup> 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)***

Moved:  
Seconded:  
Vote:

**ROLL CALL 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**



**Section A**  
**PRELIMINARY**  
(continued)

***A.8 Closed Session***

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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***

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**7:00 PM**

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

**Section A**  
**PRELIMINARY**  
(continued)

***A.10 Report Out of Closed Session***

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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)***

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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)***

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The Board will recognize the Ventura County Teacher of the Year, Ms. Kirsten Barajas, 6<sup>th</sup> grade DLI Teacher at Soria School (K-8).

***A.13 Oxnard SAIL Update (Freeman/Mitchell)***

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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)***

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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.

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

## Section B PUBLIC COMMENT/HEARINGS

### ***B.1 Public Comment*** *(3 minutes per speaker)*

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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)*

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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)*

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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.

Presentation:  
Board Discussion:  
Public Comment:

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

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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.

Presentation:  
Board Discussion:  
Public Comment:

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

**Section B**  
**PUBLIC COMMENT/HEARINGS**  
 (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.

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Morrison \_\_, Cordes \_\_**

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

**Section C  
CONSENT AGENDA**

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

Notes:  
Moved:  
Seconded:

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Morrison \_\_, Cordes \_\_**

***C.1 Acceptance of Gifts***

It is recommended that the Board accept the following gifts:	Dept/School
<ul style="list-style-type: none"> <li>▪ From Alpha Kappa; Alpha Inc. XI Kappa Omega Chapter, a donation of supplies 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.</li> </ul>	Ordaz
<ul style="list-style-type: none"> <li>▪ From The Friends of Camarillo Library, a donation of their over-flow books 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.</li> </ul>	Cwiklo

***C.2 Agreements***

It is recommended that the Board approve the following agreements:	Dept/School
<b>Academic:</b>	
<ul style="list-style-type: none"> <li>▪ #17-312 with First 5 Ventura County, 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; no fiscal impact.</li> </ul>	Morales
<ul style="list-style-type: none"> <li>▪ #17-314 with Learning Without Tears to provide professional development regarding their Pre-K Readiness &amp; Writing/Literacy &amp; 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, amount not to exceed \$2,400.00, to be paid with Special Education Pre-School/Discretionary funds.</li> </ul>	Freeman/ Truax
<ul style="list-style-type: none"> <li>▪ Agreement/MOU #18-07, VCOE Language Arts Program - 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, amount not to exceed \$16,800.00, to be paid with ASES Grant funds.</li> </ul>	Freeman/ Thomas
<b>Enrichment:</b>	
<ul style="list-style-type: none"> <li>▪ #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 Science scientist will work with two groups of 25 students each day of programming, amount not to exceed \$129,000.00, to be paid with Title 1 funds.</li> </ul>	Freeman/ Thomas

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**Section C**  
**CONSENT AGENDA**  
(continued)

**C.2 Agreements** (continued)

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**Enrichment:**

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

**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. Freeman/Sugden

**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. Freeman/Batista
- #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. Freeman/Batista

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## Section C CONSENT AGENDA

(continued)

### ***C.3 Ratification of Agreements***

It is recommended that the Board ratify the following agreements:	Dept/School
<b>Enrichment:</b>	
<ul style="list-style-type: none"> <li>▪ #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.</li> </ul>	Freeman/ Curtis
<b>Special Education:</b>	
<ul style="list-style-type: none"> <li>▪ #17-307 with Ventura County Office of Education (VCOE), Special 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.</li> </ul>	Freeman/ Sugden
<ul style="list-style-type: none"> <li>▪ #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.</li> </ul>	Freeman/ Sugden
<b>Support Services:</b>	
<ul style="list-style-type: none"> <li>▪ #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.</li> </ul>	Freeman/ Ridge

### ***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.	Dept/School
	Penanhoat/ Fateh/ CFW

### ***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.	Dept/School
	Penanhoat/ Fateh/ CFW

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

## Section C CONSENT AGENDA

(continued)

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

<p>It is the recommendation of the Assistant Superintendent, Business &amp; 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.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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***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***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; 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 Construct and Implementation Funds.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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***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***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; 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.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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***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***

<p>It is the recommendation of the Assistant Superintendent, Business &amp; 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.</p>	<p>Dept/School Penanhoat/ Fateh/ CFW</p>
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section C**  
**CONSENT AGENDA**  
 (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.	Dept/School Penanhoat/ Fateh/ CFW
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***C.11 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.	Dept/School Penanhoat/ Fateh
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***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 Penanhoat/ Lugotoff
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***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.	Dept/School Penanhoat/ Briscoe
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***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.	Dept/School Penanhoat/ Briscoe
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***C.15 Disclosure of Collective Bargaining Agreement with CSEA***

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.	Dept/School Penanhoat
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***C.16 Disclosure of Collective Bargaining Agreement with Management & Confidential***

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

**Section C**  
**CONSENT AGENDA**  
(continued)

***C.17 Disclosure of Collective Bargaining Agreement with OEA***

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.	Dept/School Penanhoat
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***C.18 Disclosure of Collective Bargaining Agreement with OSSA***

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.	Dept/School Penanhoat
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***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.	Dept/School Freeman/ Sugden
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***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 Director of Dual Language Program that the Board of Trustees approve this item as presented, amount not to exceed \$4,000.00, to be paid with Title I funds.	Dept/School Freeman/ DeGenna
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***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.	Dept/School Freeman/ Ridge
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***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, and reduction of the positions, as presented.	Dept/School Vaca
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***C.23 Personnel Actions***

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the Personnel Actions, as presented.	Dept/School Vaca
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**Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct**

**Section D**  
**ACTION ITEMS**

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

***D.1 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:

**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.

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

**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:  
Vote:

**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 \_\_**

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

**Section D  
ACTION ITEMS**

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

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

**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)***

It is the recommendation of the Superintendent that the Board of Trustees approve the Employment Agreement for Assistant Superintendent, Educational Services/Chief Academic Officer.

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

**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.

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

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O’Leary \_\_, Morrison \_\_, Cordes \_\_**

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



**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:

- March 15, 2017, regular board meeting

Moved:  
Seconded:  
Vote:

**ROLL CALL VOTE:**

**Madrigal Lopez \_\_, Robles-Solis \_\_, O'Leary \_\_, Morrison \_\_, Cordes \_\_**

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

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

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

## Section G CONCLUSION

### G.1 Superintendent's Announcements (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

Notes:

### G.2 Trustees' Announcements (3 minutes each speaker)

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

Notes:

### G.3 ADJOURNMENT

Moved:  
Seconded:  
Vote:

#### ROLL CALL VOTE:

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

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



**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.

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 \_\_\_\_\_

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 \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

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

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

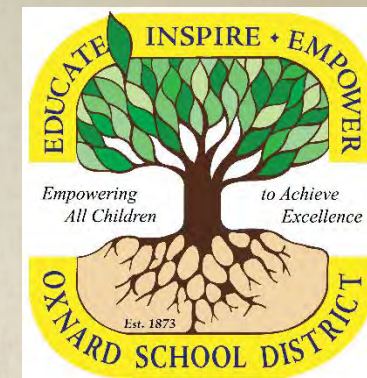
**FISCAL IMPACT: N/A**

**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



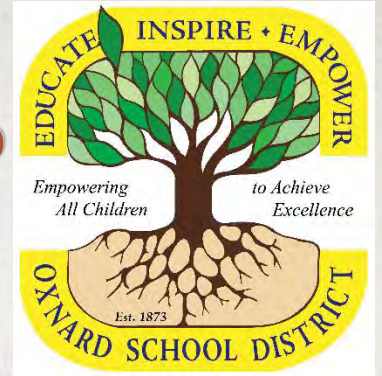
- 1.1 5 English Learner Teachers on Special Assignment  
*5 maestros en asignación especial para aprendices de inglés*
- 1.2 English Language Development Professional Development  
*Desarrollo profesional en el área de Desarrollo del idioma inglés*
- 1.3 English Learner Monitoring Software and Training  
*Software y capacitación para la supervisión de los estudiantes aprendices de inglés*
- 1.4 Professional Development for Teachers of English Learners in 6<sup>th</sup> – 8<sup>th</sup>  
*Software y capacitación para la supervisión de los estudiantes aprendices de inglés*
- 1.5 Director of Dual Language Immersion  
*Director de Educación Bilingüe.*
- 1.6 Professional Development for DLI 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

## ALL STUDENTS WILL REACH HIGH ACADEMIC STANDARDS IN READING AND MATHEMATICS

- 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<sup>to</sup> a 8<sup>vo</sup> grado.*

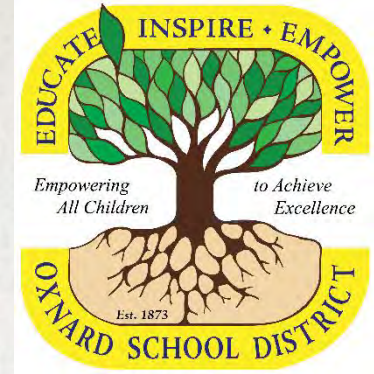




# ACTIONS AND SERVICES – GOAL 1

## ALL STUDENTS WILL REACH HIGH ACADEMIC STANDARDS IN READING AND MATHEMATICS

- 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 IN READING AND MATHEMATICS



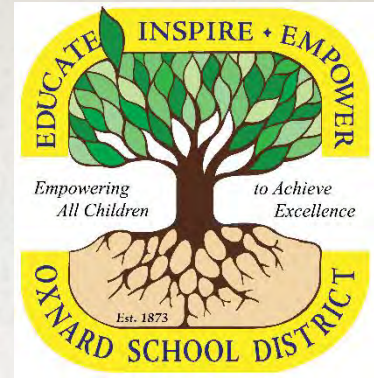
- 1.23 **AVID Tutors and Training**  
*Tutores y capacitación para el programa de avance por determinación individual (AVID)*
- 1.24 **Competitive Salary & Benefits**  
*Paquetes de salarios y beneficios competitivos*
- 1.25 **Increase Recruitment Efforts**  
*Incrementar los esfuerzos de reclutamiento*
- 1.26 **PR Campaign for Preschool Recruitment**  
*Campana de RP para promover la inscripción en el preescolar*
- 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<sup>er</sup> 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*

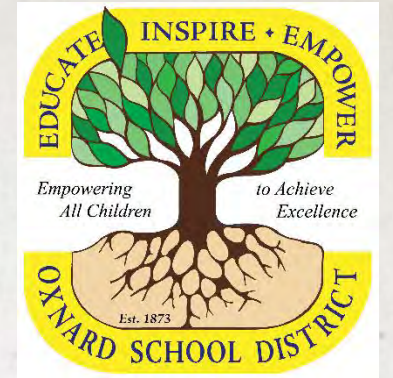




# ACTIONS AND SERVICES – GOAL 1

## ALL STUDENTS WILL REACH HIGH ACADEMIC STANDARDS IN READING AND MATHEMATICS

- **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 dispositivos individuales del distrito*
- **1.41** 17 Reading Specialist  
*17 especialistas en lectura*

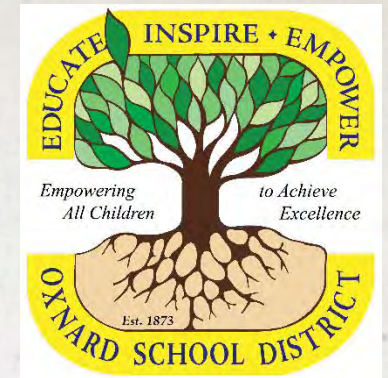




# ACTIONS AND SERVICES – GOAL 2

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

- 2.1 **District Positive Behavior Intervention and Support (PBIS)**  
*Comité 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<sup>vo</sup> grado*
- 2.8 **Behavioral Specialist Positions (2)**  
*Puestos de Especialistas en Conducta (2)*

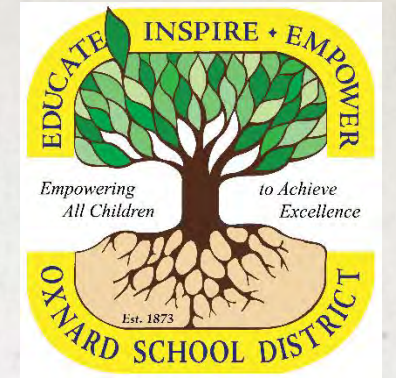




# ACTIONS AND SERVICES – GOAL 2

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

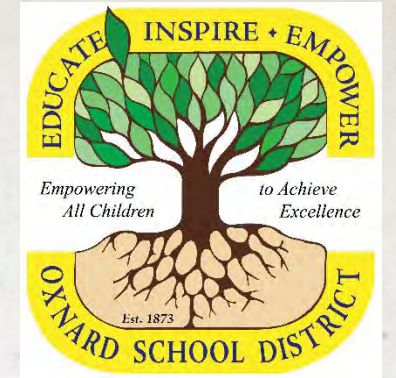




# ACTIONS AND SERVICES – GOAL 2

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

- **2.16 Breakfast Program**  
*Programa de desayuno.*
- **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*

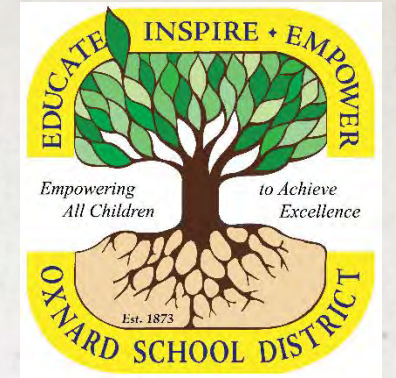




# ACTIONS AND SERVICES – GOAL 2

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

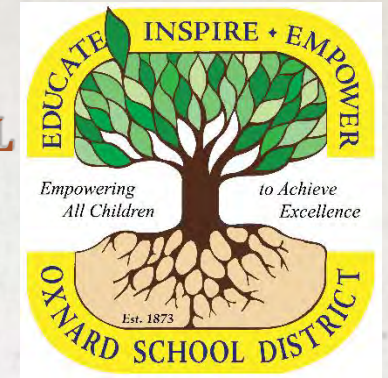




# ACTIONS AND SERVICES – GOAL 3

**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' 1<sup>st</sup> 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, Principal*



# 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 5<sup>th</sup> 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 has 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 vice-president 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, Principal*

# 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.**

*--- Brasilia Perez, Principal*

# 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...*

Thank you!



**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin I Freeman

**Date of Meeting:** 6/6/18

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

**Update on Oxnard SAIL** **(Freeman/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

What is **SAIL**?





## Scalable:

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

## Evidence Based:

- Activities are competency-based 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

Provides the intrinsic





#OXNARDSOIL

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



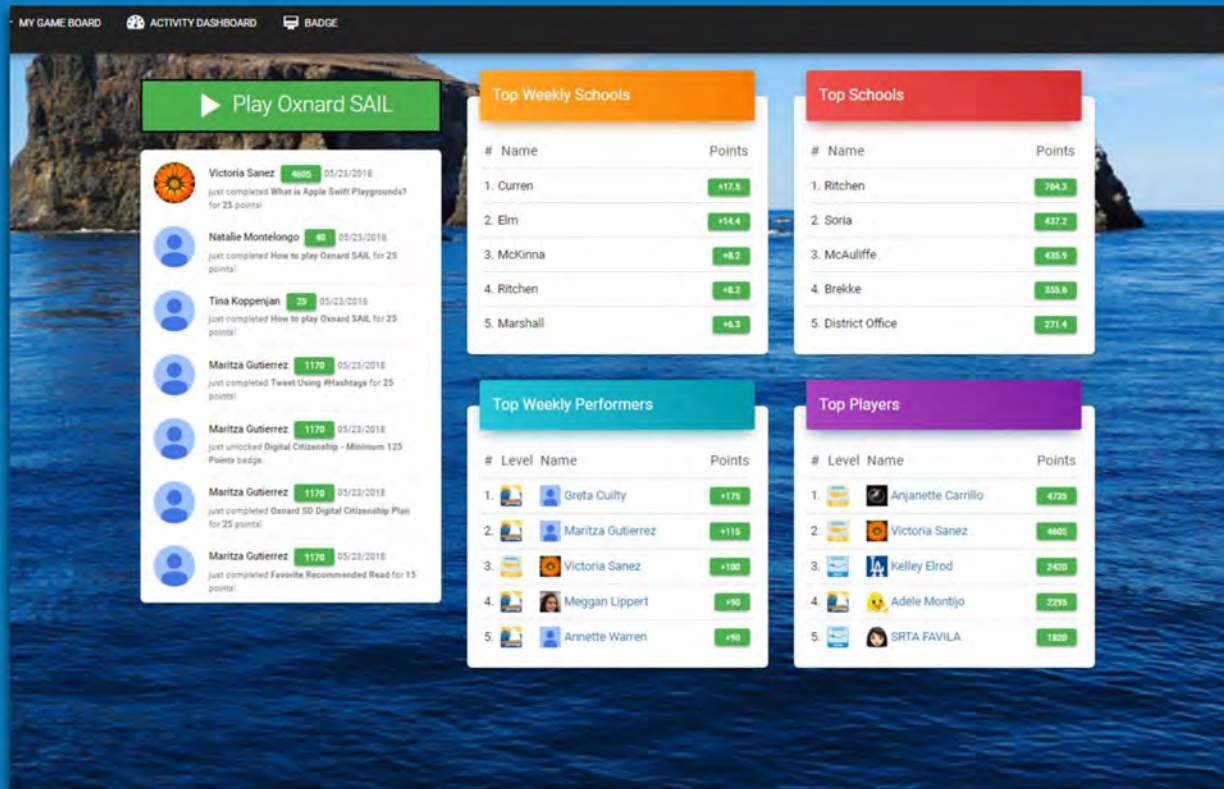
## SAIL the Channel Islands!

# Explore Missions



Teachers choose from activities within missions that are meaningful to them





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



**Christopher Thorpe**

DISTRICT OFFICE



Welcome to Oxnard SAIL!

0 POINTS

5 OUT OF 5

4 REVIEWS

## ★ Oxnard SAIL

Anacapa - Level 1

1000

### - Productivity



125

▶ How to play Oxnard SAIL\*

REQUIRED

25

▶ Take a Screenshot on your Computer

25

▶ Take a Screenshot with Your Mobile Device

25

▶ Outlook: Log in and compose an e-mail\*

REQUIRED

25

▶ MS Word: Create a document

25

▶ PowerPoint: Create a slide

50

▶ Docs: Create a blank Doc

25

▶ Docs: Create a Doc from a template

25

▶ Drive: Create a folder

25

▶ Slides: Create a blank Slide

25

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



## School Performance Report

Note: This report is updated every 30 minutes.

FILTER

EXPORT

Schools	Week	Month
Madagascar Middle School	49	December
Madagascar Middle School	48	November
Madagascar Middle School	47	November
Madagascar Middle School	46	November
Madagascar Middle School	44	October
Madagascar Middle School	41	October
Madagascar Middle School	40	October
Madagascar Middle School	30	July

## Player Performance Report

Note: This report is updated every 30 minutes.

FILTER

EXPORT

Schools: Lemur Falls Elementary

Player: Year: 2018 Month: 5 Week: 5

Name	Schools	Month	Year	Week Points	Month Points	Year Points	Total Points
Damon Tongerson	Lemur Falls Elementary	February	2018	80	90	150	425
Damon Tongerson	Lemur Falls Elementary	January	2018	100	100	150	425
You	Madagascar Middle School	December	2017	100	100	875	875
You	Madagascar Middle School	November	2017	80	90	875	875

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



STARTING PL



# The Game:

- Launch Date: May 13<sup>th</sup>
- 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**  
**#OXNARDSAIL**

---

OSD BOARD AGENDA ITEM

**Name of Contributor: Dr. Morales**

**Date of Meeting: 6/6/18**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report   X
- B. 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 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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



## 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.

1. 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 \$ 640.00

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 of Contributor: **Robin I. Freeman**

Date of Meeting: **6/6/18**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing:   X
- 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 \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**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-I: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS   X  

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 \_\_\_\_\_ 2<sup>nd</sup> 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:   X
- C. Consent Agenda \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> 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 Brisbane, 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:

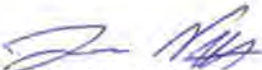
Dr. Jesus Vaca, Assistant Superintendent, Human Resources, Chief Negotiator  
Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services  
Dr. Edd Bond, Director, Certificated Human Resources  
Dr. Ana DeGenna, Director, Dual Language Programs  
Greg Brisbine, Principal, Middle School Representative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



INITIAL 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.

# OEA

Oxnard Educators Association

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

May 1, 2018

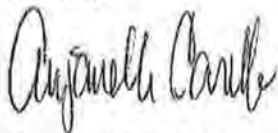
Dr. Cesar Morales, Superintendent  
Oxnard Elementary School District  
1051 South "A" Street  
Oxnard CA 93030

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,



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](http://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 5<sup>th</sup> sponsored 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.

*Believe - Achieve - Succeed*





# OXNARD SCHOOL DISTRICT

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

[www.oxnardsd.org](http://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

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

**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)



### 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 21 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.

<b>Data Element or Report</b>	<b>Timeframe</b>	<b>Population(s)</b>
Student personally identifiable information: <ul style="list-style-type: none"> <li>• Student name</li> <li>• Student ID number</li> <li>• Birth date</li> </ul>	School years 2013-2014 through 2016-2017	Pre-Kindergarten through Grade 6
Student background / demographics: <ul style="list-style-type: none"> <li>• Gender</li> <li>• Age</li> <li>• Race</li> <li>• Ethnicity</li> <li>• Zip code</li> <li>• Primary Residential Category</li> <li>• Parent Educational Level</li> <li>• English Language Learners (ELL) designation (for K- Grade 6 only)</li> <li>• Preschool attendance</li> </ul>	School years 2013-2014 through 2016-2017	Pre-Kindergarten through Grade 6
Student performance: <ul style="list-style-type: none"> <li>• Academic test score (for Grades 4 through 6 only)</li> </ul>	School years 2013-2014 through 2016-2017	Pre-Kindergarten through Grade 6

<ul style="list-style-type: none"><li>• Disciplinary referrals (for K – Grade 6 only)</li><li>• Attendance records</li><li>• Special Education designation</li></ul>		
--	--	--

2. **Duration.** 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 7 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. **Disposal of Data.** 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.
- 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



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) **Governing Law**. 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) **Entire Agreement**. 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) **Amendments and Waivers**. 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) **Successors and Assigns**. 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) **Notices**. 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,

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: Dr. Cesar Morales  
Email: drcmorales@oxnardsd.org  
Phone: 805-385-1501 x2032

If to the Recipient:

Sorenson Impact Center  
85 Fort Douglas Boulevard, Bldg 602  
Salt Lake City, UT 84113  
Attention: Gwendolyn Reynolds  
Email: gwendolyn.reynolds@sorensonimpact.com  
Phone: 801-581-5533

If to the F5VC:

FIRST 5 VENTURA COUNTY  
2580 E. Main Street, Suite 203  
Ventura, CA 93003  
Attention: Petra Puls, Executive Director  
Email: ppuls@first5ventura.org  
Phone: 805-648-9990

- f) Severability. 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) Construction. 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) Counterparts. 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]

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:**  
 **Academic**  
 **Enrichment**  
 **Special Education**  
 **Support Services**  
 **Personnel**  
 **Legal**  
 **Facilities**
- D. Action Items** \_\_\_\_\_  
**F. Board Policies**    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**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)





# LEARNING Without Tears™

Get Set for School • Handwriting Without Tears • Keyboarding Without Tears

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 confirmed by Learning Without Tears and the agreement has been countersigned.**

**Professional Development Type:** \_\_\_\_\_

**Includes: One Live On-site Training Day, Getting Started On-Demand Webinars and  
Advanced Implementation On-Demand Webinars**

### For Learning Without Tears Use Only

**Professional Development Fee:** \_\_\_\_\_  
*(valid for 6 months from date of issue)*

**Date Issued:** \_\_\_\_\_

**Discount Applied:** \_\_\_\_\_ *(Based upon Quote # \_\_\_\_\_)*

**Total Professional Development Fee After Discount:** \_\_\_\_\_

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.
9. 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.

Consented and agreed to by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Sponsoring Organization Representative

Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Learning Without Tears Training Representative

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Robin Freeman

**Date of Meeting:** 6/6/18

- Study Session:** \_\_\_\_\_  
**Closed Session** \_\_\_\_\_
- A-I. Preliminary** \_\_\_\_\_  
**A-II. Reports** \_\_\_\_\_  
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- D. Action Items** \_\_\_\_\_  
**F. Board Policies**    **1<sup>st</sup> Reading** \_\_\_\_\_ **2<sup>nd</sup> Reading** \_\_\_\_\_

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

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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)

**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

\_\_\_\_\_  
Date

**For the Ventura County Office of Education**

\_\_\_\_\_  
Antonio Castro, Ed.D., Associate Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Cline, Executive Director, Internal Business Services

\_\_\_\_\_  
Date





**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*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/17/2017

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

<b>PRODUCER</b> Hyland Group Inc - Toledo 811 Madison Ave Toledo OH 43604		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 419-255-1020      FAX (A/C, No): 419-255-7557 E-MAIL: ADDRESS:															
<b>INSURED</b> M&JKI-1 M&J Kids Scientific Inc dba Mad Science of Los Angeles 15815 Monte St, Ste 101 Sylmar CA 91342		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C : Philadelphia Insurance Companies</td> <td>6777</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co	18058	INSURER B : Hartford Accident and Indemnity Company	22357	INSURER C : Philadelphia Insurance Companies	6777	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES      CERTIFICATE NUMBER: 1513044223      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	PHPK1652449	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		PHPK1652449	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB583547	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	45WECBW5158	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Abuse & Molestation		PHPK1652449	7/1/2017	7/1/2018	Aggregate Limit 1,000,000 Per Occurrence 1,000,000

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

Oxnard School District is and Additional Insured per form CG2026.

### CERTIFICATE HOLDER

Oxnard School District  
1051 S. A Street  
Oxnard CA 93030

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

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

Oxnard School District  
1051 S. A Street  
Oxnard CA 93030

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

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

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

However:

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

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

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

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

whichever is less.

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



**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:  
\_\_\_\_ Academic  
X Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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 [Oxnard School District](#), with its address at [1051 South A Street Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd. Newbury Park, CA 91320](#).

[Oxnard School District](#) 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\*
2. **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 \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
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X Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

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

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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 (Lead Agency)	Oxnard School District (Collaborating District)
David El Fattal, Vice Chancellor Business and Administrative Services	Dr. Cesar Morales Superintendent 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: \_\_\_\_\_  
Closed Session \_\_\_\_\_
- A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
X Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #18-13 – DrumBus, LLC (Freeman/Thomas)**

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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)

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #18-13

This agreement is made and entered into this 6<sup>th</sup> 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) [mike@drumbus.com](mailto:mike@drumbus.com)

**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:** \$55,000.00

**To 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

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #18-13

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](mailto:mike@drumbus.com)

**Stipulations**

**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:

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



OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #18-13

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

Other Provisions. 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.

Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #18-13

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

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
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\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

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

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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



# PresenceLearning

## 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](mailto:asugden@oxnardsd.org)

### LEA Secondary Point of Contact

Name: Kristen Haidet  
Email Address: [khaidet@oxnardsd.org](mailto:khaidet@oxnardsd.org)

### PresenceLearning Contact Information

Name: Tyler McCord  
Email Address: [tyler.mccord@presencelearning.com](mailto: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
---------------------	-----

Assessments Commitment	40
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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
------	------------------------------------

### 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, Inc.

LEA

By:

By:

DocuSigned by:  
*Ingrid Gimenez*  
95B70BB2EB2145D

Name:

Name:

Ingrid Gimenez

Lisa A. Franz

Title:

Title:

Vice 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 or designated instruction and services for a child. (California Education Code section 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; non-paid 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 principal-agent 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's prior written consent. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR 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 contact 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 pre-assessment and results meetings, and testing set up. Additional assessments will be administered 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 30<sup>th</sup> 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.

After forty-five (45) business days: 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.

After sixty (60) business days: 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).

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 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 equals the Psychoeducational Assessments Commitment.

Setup fees set forth in the ORDERING DOCUMENT will be billed in the first invoice of the INITIAL TERM and any RENEWAL 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 in excess of the greater 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 not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, 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.





# 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

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:			<b>\$5,100.00</b>

<b>TOTAL:</b>			<b>\$5,100.00</b>
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**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. AVID College Readiness System Services and Products Agreement (“Agreement”):** The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, incorporated addenda.

**1.2. AVID College Readiness System:** 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 non-elective, 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. AVID Materials:** 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. AVID Member Site:** Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

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

**1.6. AVID Programs:** 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. Service and Product Exhibits:** The language in this Agreement that relate specifically to a corresponding service or product ordered on the Quote(s).

**1.8. Payment Terms:** The terms of when payment is due, as listed in this Agreement.

**1.9. Quote:** The order document that is fully incorporated into this Agreement.

### **Article II. Period of Agreement**

**2.1. Term:** 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. Copyright License:** 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, non-transferable, 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. Rights Reserved:** 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. Enforcement:** 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. Proprietary Notices:** 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. Compliance with Laws:** 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. Data Collection:** 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

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. **Sole Source:** 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. Compensation**

4.1. **Quotes—Invoicing and Payment:** 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. Status of Parties**

5.1. **Independent Contractors:** 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. Authority**

6.1. **AVID Center Authority:** 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. **Client Authority:** 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. Termination**

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

7.3. **Cessation of Use:** 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. **Cumulative Remedies:** 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. General Provisions**

8.1. **Governing Law and Venue:** 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

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. Entire Agreement:** 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. Limitation of Liability:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE 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. Force Majeure:** 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. Severability:** 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. Attorney Fees:** 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. No Assignment, Delegation or Transfer:** 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. Notice:** 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. Counterparts:** This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

**8.10. Waiver:** 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) **AVID Excel:** 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) **AVID Excel Participation:** 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) **AVID College Readiness System and Materials:** 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) **AVID Center Support:** 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) **Licensing Benefits:** 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) **Annual Participation/License Fee:** 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) **AVID Methods:** 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) **Student Selection:** 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.
- (i) **AVID Excel District Leader:** In order to disseminate AVID 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) **District Virtual Professional Learning:** 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) **District On-Site Professional Learning/Site Visitation Days:** 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.
- (l) **Summer Institute:** 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 non-transferable. 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) **Curriculum Shipment:** 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

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.

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 Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: Lisa A. Franz  
Title: Director, Purchasing  
Date: \_\_\_\_\_

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



# CERTIFICATE OF LIABILITY INSURANCE

7/12/2018

DATE (MM/DD/YYYY)

4/25/2018

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

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> 1363985 AVID Center 9797 Aero Dr. San Diego CA 92123	<b>INSURER A :</b> Hartford Fire Insurance Company		<b>NAIC #</b> 19682
	<b>INSURER B :</b> Trumbull Insurance Company		27120
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

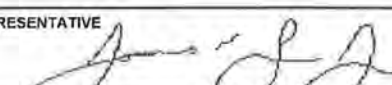
**COVERAGES** AVICEDI **CERTIFICATE NUMBER:** 15343968 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	72UJNKC3964	8/31/2017	8/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	72UJNKC3964	8/31/2017	8/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WBDS7148	7/12/2017	7/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

Oxnard School District is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

<b>CERTIFICATE HOLDER</b> 15343968 Oxnard School District 1051 South A Street Oxnard CA 93030	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**General Liability**

**Policy Number: 72UUNKC3964**

**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 interest 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.

**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;

(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

2. 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:

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.

#### **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".



**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

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;

(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:

- a. 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 complied 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

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

##### (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.

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

1. "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".

3. "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.

4. "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.

**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:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
X Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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 **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 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.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, 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  does not qualify as a “designated employee”.

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: 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 **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

**OXNARD SCHOOL DISTRICT:**

**AMERICAN LANGUAGE SERVICES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #18-15

**EXHIBIT A**  
**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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. N/A	
B. N/A	
C. N/A	
D. N/A	

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #18-15

**EXHIBIT B**  
**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 \$ N/A per hour without written authorization from the District Superintendent or his designee.**

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

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

**IV. The total compensation for the Services shall not exceed \$15,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-15**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-15

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

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

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

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #18-15

**EXHIBIT D**  
**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  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **AMERICAN LANGUAGE SERVICES**, who will provide Services under the Agreement,  is  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](mailto:translation@alsglobal.net)**

**[www.alsglobal.net](http://www.alsglobal.net)**



# AML-Global

## AMERICAN LANGUAGE SERVICES

*Making The World Smaller*

**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**

- Quality Control Process: All translations include a Three Step Process: 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](mailto:translation@alsglobal.net)

[www.alsglobal.net](http://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
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**15 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)	\$150 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		
AMERICAN SIGN LANGUAGE (QUALIFIED)	\$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM		

**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
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- 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



# AML-Global AMERICAN LANGUAGE SERVICES

*Making The World Smaller*

## TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

### **Translation rates include: Translations, Proofing, and Editing**

- Please note that this is a partial list. 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](mailto:translation@alsglobal.net)**

**[www.alsglobal.net](http://www.alsglobal.net)**

# AMERICAN LANGUAGE SERVICES

## TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO HOUR		LANGUAGE	COST PER AUDIO HOUR	
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(Partial List of over 150 Languages)

### ENGLISH

	Per Min	Per Hr		Per 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			

## EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of 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

World Headquarters

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[www.alsglobal.net](http://www.alsglobal.net)

## AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

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

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## AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

### World Headquarters:

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**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:**  
\_\_\_\_ Academic  
 Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
  - F. Board Policies    1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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 5<sup>th</sup> 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)

**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:**

**A. 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.
3. Provided a fully equipped van with more than 100 musical instruments valued at over \$140,000 with the understanding that DISTRICT schools will responsibly monitor their use.
4. Is a fiscal receiver of payment from the DISTRICT for schools served with Music Van Experience @ \$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:**

\_\_\_\_\_  
Signature and Date

Lisa A. Franz  
Director, Purchasing

**NEW WEST SYMPHONY:**

 5/17/18

\_\_\_\_\_  
Signature and Date

ALEXANDER GUREVICH,  
GENERAL MANAGER  
NEW WEST SYMPHONY



# INVOICE

# 2

**New West Symphony**  
2100 E Thousand Oaks Blvd, Suite D  
Thousand Oaks, CA 91362

Date: May 15, 2018  
Payment Terms: NET 30  
Due Date: On receipt  
**Balance Due: \$4,000.00**

Bill To:

**Attn: Mary Curtis**  
Oxnard School District  
1051 S A St  
Oxnard, CA 93030

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	1	\$ 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	1	\$ 250.00	\$ 250.00
McAuliffe - New West Symphony Music Van visit	1	\$ 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	1	\$ 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

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

**Ratification of Agreement #17-307 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)**

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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)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

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.

1. This agreement pertains to providing exceptional service(s) for, EM111207, a Special Education pupil who is a resident of DISTRICT and currently attends, Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day 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.
6. The term of this contract shall begin 1/18/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2017-2018</u> 1/18/2018-6/8/2018 (ESY: 6/11/2018-6/29/2018)	UPCOMING: <u>2018-2019</u> (ESY: 7/2/2018-7/6/2018) 8/22/2018-1/11/2019
	\$ <u>22,402.80</u>	\$ <u>TBA</u>

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: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Estimated Cost \$ 22,402.80





# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **December 13, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 1 This agreement pertains to providing exceptional service(s) for, EN071309, a Special Education pupil who is a resident of DISTRICT and currently attends Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day 1565 minutes weekly and during transportation to and from school for 30 minutes a day for a total of 1755 minutes a week. 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 12/13/2017 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>12/13/2017-6/8/2018</u> (ESY: 6/11/2018-6/29/2018)	UPCOMING: <u>2018-2019</u> (ESY: 7/2/2018-7/6/2018) 8/22/2018-11/30/018
	\$ <u>27,312.60</u>	\$ <u>TBA</u>

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: [Signature]  
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-Purchasing Department

**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:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
X Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #17-313 – DrumBus, LLC (Freeman/Sugden)**

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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)

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #17-313

This agreement is made and entered into this 6<sup>th</sup> 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) [mike@drumbus.com](mailto:mike@drumbus.com)

**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:** \$13,500.00

**To 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

OXNARD SCHOOL DISTRICT  
CONSULTANT AGREEMENT #17-313

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](mailto:mike@drumbus.com)

**Stipulations**

**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:

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

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

Other Provisions. 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.

Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been

OXNARD SCHOOL DISTRICT  
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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

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

**Ratification of Agreement #17-311 – Orange County Department of Education  
(Freeman/Ridge)**

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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

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

1 including, but not limited to, obligations with respect to indemnification, audits, reporting, and  
2 accounting.

3 **2.0 SCOPE OF WORK.**

4 A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the  
5 following described work and DISTRICT hereby agrees to perform said work upon the terms and  
6 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein  
7 and shall provide all labor, materials, supplies, and equipment necessary to fully perform all  
8 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work,  
9 which is attached hereto and incorporated herein by this reference to this AGREEMENT.

10 **3.0 COMPENSATION.**

11 A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this  
12 AGREEMENT for the period of November 1, 2016 through June 30, 2020 is Five thousand dollars  
13 (\$5,000.00). Payment shall be made at the rate of Five thousand dollars (\$5,000.00) per participating  
14 school not to exceed two (2) schools. Participating School(s) on behalf of the DISTRICT are: Haydock  
15 Academy of Arts & Sciences.

16 B. DISTRICT agrees to establish and maintain fiscal control and accounting procedures as  
17 may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work  
18 performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall  
19 not be compensated unless and until funding is authorized. Any work performed prior to approval  
20 of the State of California will be rendered on a voluntary basis and shall not be compensated unless  
21 and until funding is authorized.

22 **4.0 BUDGET ALLOCATION.** Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant  
23 funds shall be expended only for those purposes expressed under Section 2.0 of this AGREEMENT.  
24 No monies from the Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant shall be used  
25

1 to supplant state or local general fund money of any purpose. Scaling Up Multi-Tiered System of  
2 Support Statewide (SUMS) grant funds shall be allocated for the term of the AGREEMENT pursuant to  
3 Exhibit "B", "Budget Form", which is attached hereto and incorporated herein by this reference to  
4 this AGREEMENT. DISTRICT shall return the completed Budget Form and invoice along with the  
5 signed AGREEMENT. Once SUPERINTENDENT has approved DISTRICT's budget, DISTRICT must  
6 obtain prior written approval from SUPERINTENDENT for any budget revisions where an adjustment  
7 of funds in a line item are different from the originally approved budget by more than ten percent  
8 (10%).

9 **5.0 PAYMENT AND INVOICING.**

10 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT in advance,  
11 based on the maximum payment obligation identified in Paragraph 3.0 Compensation of this  
12 AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided,  
13 however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided  
14 further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT  
15 shall be responsible for all other expenses incurred in connection with the performance of this  
16 AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30)  
17 calendar days after receipt of signed AGREEMENT, completed and approved Scaling Up Multi-Tiered  
18 Systems of Support (SUMS) Budget Form and DISTRICT's invoice.

19 B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and  
20 other travel related expense reimbursement claims shall not exceed the travel policy and procedures  
21 of the State of California. Travel and other related travel expenses shall be limited to those  
22 necessary for the performance of this AGREEMENT. Travel outside of the State of California must be  
23 authorized in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not  
24 permitted.  
25

1 C. DISTRICT's billings shall be submitted on SUPERINTENDENT's form, "Scaling Up Multi-  
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 DISTRICT shall submit the Quarterly Budget and Expenditure Report to:

18 Roberta Tovar

19 Email: [rtovar@ocde.us](mailto: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.

24 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which  
25 DISTRICT is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and  
repaid by DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty

1 (30) days after the date SUPERINTENDENT requests the repayment in writing. Nothing in this  
2 AGREEMENT shall be construed as limiting the remedies of SUPERINTENDENT in the event that an  
3 overpayment has been made.

4 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with  
5 any provision set forth in this AGREEMENT.

6 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration  
7 and/or termination of this AGREEMENT, except as may otherwise be provided under this  
8 AGREEMENT.

9 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the  
10 availability of funds furnished by the State of California. It is mutually agreed that if the current  
11 fiscal year covered under this AGREEMENT does not appropriate sufficient funds for this program,  
12 this AGREEMENT shall be of no further force and effect and shall be terminated. In this event,  
13 SUPERINTENDENT shall have no liability to pay any funds whatsoever to DISTRICT or to furnish any  
14 other considerations under this AGREEMENT and DISTRICT shall not be obligated to perform any  
15 provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of  
16 this program, the SUPERINTENDENT shall have the option to either terminate this AGREEMENT with  
17 no liability occurring to the SUPERINTENDENT or offer an amendment to DISTRICT to reflect the  
18 reduced amount. SUPERINTENDENT shall give DISTRICT written notification of such termination.  
19 Notice shall be deemed served on the date of mailing.

20  
21 **6.0 REPORTS.**

22 A. DISTRICT shall submit to SUPERINTENDENT required reports or evidence that  
23 deliverables have been met. Failure to do so may result in the loss and/or remittance of all awarded  
24 funds.

25 B. DISTRICT shall be responsible for collecting all data required under this AGREEMENT



1 pursuant to Exhibit "D", "Knowledge Development Sites (KDS) – Evaluation Outcomes", which is  
2 attached hereto and incorporated herein by this reference to this AGREEMENT. DISTRICT will submit  
3 the collected data, along with a summary of activities, reasons for lack of progress toward attainment  
4 of objectives, if any, and explanation for major changes to the budget, if any; and other data  
5 required.

6 C. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT shall make such  
7 additional reports available, as required by SUPERINTENDENT, concerning DISTRICT's activities as  
8 they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested  
9 and allow DISTRICT thirty (30) calendar days to respond.

10 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

11 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and  
12 manage records appropriate to the services provided and in accordance with this AGREEMENT and  
13 all applicable requirements.

14 B. DISTRICT shall ensure appropriate financial records related to cost reporting,  
15 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

16 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the  
17 completion of the activities for which the funds are used and until audit findings are resolved, or  
18 due to legal proceedings such as litigations and/or settlement of claims whichever is longer.

19 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within  
20 twenty-four (24) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all  
21 information that is requested and provided by DISTRICT.

22 **8.0 INDEPENDENT CONTRACTOR.**

23 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and  
24 shall be wholly responsible for the manner in which it performs the services required of it by the  
25

1 terms of this AGREEMENT.

2 B. DISTRICT warrants that it has all necessary licenses required to perform the services  
3 required by the terms of this AGREEMENT.

4 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and  
5 consultants employed by DISTRICT. This AGREEMENT shall not be construed as creating the  
6 relationship of employer and employee, or principal and agent between SUPERINTENDENT and  
7 DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT  
8 understands and agrees that he/she and all his/her employees shall not be considered officers,  
9 employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature  
10 normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's employees  
11 are normally entitled, including, but not limited to, State Unemployment Insurance or Workers'  
12 Compensation. DISTRICT shall assume full responsibility for payment of all federal, state and local  
13 taxes or contributions, including unemployment insurance, social security and income taxes with  
14 respect to DISTRICT's employees.

15 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,  
16 consultants, or subcontractors as they relate to the services to be provided during the course and  
17 scope of their employment.

18 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled  
19 to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any  
20 manner to be SUPERINTENDENT's employees.

21 **9.0 INDEMNIFICATION.**

22 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its  
23 Governing Board, and their officers, agents, and employees from liability and claims of liability for  
24 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any  
25

1 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of  
2 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during  
3 the period of this AGREEMENT.

4 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT,  
5 the Orange County Board of Education and its officers, agents, and employees, from liability and  
6 claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or  
7 persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent  
8 acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

9 C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its  
10 officers, agents and employees from any and all claims and losses accruing or resulting to any and all  
11 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing  
12 or supplying work services, materials, or supplies in connection with the performance of this  
13 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or  
14 corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

15 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,  
16 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material  
17 and work product (both tangible and intangible), if any, developed under this AGREEMENT including  
18 those materials covered by copyright.

19 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of  
20 all records, including any hard copies, and/or electronic or computer based data, and/or audio  
21 and/or video recordings, in accordance with all applicable state and federal codes and regulations  
22 relating to privacy and confidentiality as they now exist or may hereafter be amended or changed.  
23 The confidentiality requirements under this paragraph shall survive the termination or expiration of  
24 this AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.  
25

1 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated  
2 with one or more organizations or professional practices located in DISTRICT's county. DISTRICT  
3 therefore warrants that he/she shall not violate any applicable law, rule or regulation of any  
4 governmental entity relating to conflict of interest. DISTRICT shall not knowingly undertake any act  
5 which unjustifiably results in any relative benefit to any organization or professional practice with  
6 which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of  
7 the performance of duties and obligations required by this AGREEMENT, when compared to the  
8 result such act has on any other organization or professional practice.

9 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all  
10 federal and state statutes and regulations regarding the employment of aliens and others and to  
11 ensure that employees, subcontractors and consultants performing work under this AGREEMENT  
12 meet the citizenship or alien status requirement set forth in federal statutes and regulations.  
13 DISTRICT shall obtain, from all employees, subcontractors and consultants performing work  
14 hereunder, all verification and other documentation of employment eligibility status required by  
15 federal or state statutes and regulations including, but not limited to, the Immigration Reform and  
16 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter  
17 amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors  
18 and consultants for the period prescribed by the law.

19 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder,  
20 either in whole or in part, without the prior written consent of SUPERINTENDENT.

21 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT and, State of California or any other of their  
22 authorized representatives, shall have access to any books, documents, and records, including but  
23 not limited to, financial statements, general ledgers, relevant accounting systems of DISTRICT that  
24 are directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint  
25

1 or conducting an audit, review, evaluation, or examination during the term of this AGREEMENT.  
2 Such persons may at all reasonable times inspect or otherwise evaluate the services provided  
3 pursuant to this AGREEMENT, and the premises in which they are provided.

4 **16.0 LICENSES AND LAW.**

5 A. DISTRICT shall, throughout the term of this AGREEMENT, maintain all necessary  
6 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the  
7 services hereunder and required by the laws and regulations of the United States, State of California,  
8 and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT  
9 immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an  
10 appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be  
11 cause for termination of this AGREEMENT.

12 B. DISTRICT shall comply with all laws, rules or regulations applicable to the services  
13 provided hereunder, as any may now exist or be hereafter amended or changed.

14 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

15 1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar  
16 days of the award of this AGREEMENT:

17 a. In the case of an individual contractor, his/her name, date of birth, social  
18 security number, and residence address;

19 b. In the case of a contractor doing business in a form other than as an  
20 individual, the name, date of birth, social security number, and residence address of each individual  
21 who owns an interest of ten percent (10%) or more in the contracting entity;

22 c. A certification or statement that DISTRICT has fully complied with all  
23 applicable federal and state reporting requirements regarding its employees;

24 d. A certification or statement that DISTRICT has fully complied with all  
25



1 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to  
2 so comply.

3 2. Failure of DISTRICT to timely submit the data and/or  
4 certifications/statements required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with  
5 all federal and state employee reporting requirements for child support enforcement, or to comply  
6 with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall  
7 constitute a material breach of this AGREEMENT; and failure to cure such breach within sixty (60)  
8 calendar days of notice from SUPERINTENDENT shall constitute grounds for termination of this  
9 AGREEMENT.

10 3. It is expressly understood that this data will be transmitted to governmental  
11 agencies charged with the establishment and enforcement of child support orders, or as permitted  
12 by federal and/or state statute.

13 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage  
14 in, nor permit any employee or agent to engage in discrimination in employment of person or  
15 provision of services or assistance, nor exclude any person from participation in, nor deny any person  
16 the benefits of, not subject any person to discrimination under any program or activity funded in  
17 whole or in part with the Improving Systems of Academic and Behavioral Supports (ISABS) funds on  
18 the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition,  
19 marital status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with  
20 Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

21  
22 **18.0 TERMINATION.**

23 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'  
24 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination  
25 without cause, DISTRICT shall immediately cease performance under this AGREEMENT.



1 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right  
2 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by  
3 DISTRICT in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any  
4 notice of default advise DISTRICT it also intends to terminate the AGREEMENT for cause. The notice  
5 of default from SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to  
6 terminate the AGREEMENT and in this event DISTRICT shall immediately cease performance and  
7 provision of services as of the date the notice of default is received or deemed received, whichever  
8 is earlier. In the event of termination, SUPERINTENDENT, may, but is not required, to take over the  
9 work and prosecute the same to completion by contract or otherwise. Also, in the event of  
10 termination for cause, DISTRICT shall be liable to the extent that the total cost for completion of the  
11 services required by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT  
12 (provided that SUPERINTENDENT shall use reasonable efforts to mitigate damages), and  
13 SUPERINTENDENT expressly reserves the right to withhold any outstanding payments to DISTRICT  
14 for the purpose of set off or partial payment of the amounts owed SUPERINTENDENT as previously  
15 set forth in this AGREEMENT.

16 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a  
17 tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings  
18 and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT  
19 pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could  
20 result in the termination of this AGREEMENT.

21 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the  
22 approval of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection  
23 to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and  
24

1 local laws, statutes, rules, regulations and local ordinances that are now or may in the future become  
2 applicable to the services performed under this AGREEMENT.

3 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation  
4 of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be  
5 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from  
6 again constituting a violation of such term or condition.

7 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or  
8 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default  
9 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this  
10 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and  
11 may elect any of the following, if applicable:

12 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure  
13 the default, or to commence to cure the breach and diligently pursue to completion the cure of the  
14 breach within thirty (30) days of date notice is mailed; and/or

15 B. Discontinue payment and eligibility for payment to DISTRICT during the period in which  
16 DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

17 C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those  
18 monies disallowed pursuant to the above offset authority; and/or

19 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate  
20 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered  
21 by or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of  
22 the services required by this AGREEMENT.  
23

24 **23.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or  
25 required by this AGREEMENT shall be addressed as follows:

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 P.O. Box 9050  
4 Costa Mesa, California 92628-9050  
5 Attn: Patricia McCaughey

6 DISTRICT: Oxnard School District  
7 1051 South A Street  
8 Oxnard, California 93030  
9 Attn: \_\_\_\_\_

10 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof  
11 to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or  
12 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county  
13 statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof  
14 will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in  
15 any way.

16 **25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and  
17 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and  
18 DISTRICT with respect to the subject matter of this AGREEMENT, and shall constitute the total  
19 AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of  
20 this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally  
21 executed and approved by SUPERINTENDENT and DISTRICT.

22 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are  
23 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT  
24 on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty  
25 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 GOVERNING LAW.** 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 executed this AGREEMENT, in the County of  
2 Orange, State of California.

3 DISTRICT: OXNARD SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

4 BY: \_\_\_\_\_  
5 Authorized Signature

BY:  \_\_\_\_\_  
6 Authorized Signature

7 PRINTED NAME: Lisa A. Franz

PRINTED NAME: Patricia McCaughey

8 TITLE : Director, Purchasing

TITLE: Administrator

9 DATE: \_\_\_\_\_

DATE: April 5, 2017

10 TIN: 95-6002318

11  
12  
13 Oxnard SD-KDS-ISABS Grant-State Grant(44085) 2017-2020  
14 ZIP4

**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)	Training 2 (2 days)	Training 3 (2 days)	Training 4 (2 days)	Training 5 (2 days)
Introduction to California MTSS	Foundations of California MTSS	Engineering Your MTSS	Structuring Your MTSS	Advancing Your MTSS
<ul style="list-style-type: none"> <li>▪ SUMS Overview and Expected Outcomes</li> <li>▪ What is Your "Why"?</li> <li>▪ MTSS &amp; Supporting Domains</li> <li>▪ Theory of Action for Transformation</li> </ul>	<ul style="list-style-type: none"> <li>▪ Dive Deep into Content through Fidelity Integrity Assessment (FIA)</li> <li>▪ Design the Future Aligned to Content</li> <li>▪ Exploration / Foundation Self-Assessment of Teams, Communications,</li> <li>▪ Introduction to Coaching</li> </ul>	<ul style="list-style-type: none"> <li>▪ Revisit Master Schedule, School Resource Profile, and Tiered Intervention Matrix</li> <li>▪ Site specific Exploration / Foundation Self-Assessment of "current reality"</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engage in Data Snapshots to Identify Near-term Priorities</li> <li>▪ Begin Priority &amp; Practice Planning, Identifying Next Steps to Advance MTSS</li> </ul>	<ul style="list-style-type: none"> <li>▪ Re-assess Teaming, Communications and Coaching</li> <li>▪ Continue Priority &amp; Practice Planning Around Identified Priorities</li> <li>▪ Develop State, County &amp; District Resource Maps and Matching to Priorities</li> </ul>

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	-	-	-	-	-
3000 Benefits					-
4000 Books & Supplies					-
5000 Services and Other Operating Expenditures(other than travel expenditures.)					-
5200 Travel & Conference			3,000		3,000
6000 Equipment	-	-	-	-	-
7000 Indirect Costs [ rate ____ %]	-	-	-	-	-
<b>Total Budget</b>	-	-	<b>5,000</b>	-	<b>5,000</b>

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	X  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.**

For questions call (714) 966-4203



## 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)

1. Increased or improved services provided for low income pupils, foster youth, and English Learners (ELs)
2. Strategies that effectively support student success in the least restrictive environment and foster greater inclusion
3. Leveraged and coordinated multiple school and community resources
4. 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
6. (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



## Knowledge Development Sites (KDS) – Evaluation Measures

### 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 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<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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: **One-Hundred Seventy-Nine Thousand Five Hundred Twenty Dollars and No Cents (\$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: **One-Hundred Seventy-Nine Thousand Five Hundred Twenty Dollars and No Cents [\$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)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b> 5	<b>DATE:</b> 6/6/2018
<b>SITE NAME:</b> Elm Elementary School Reconstruction	<b>DSA #</b> 03-116407
<b>MASTER AGREEMENT #:</b> 13-128	<b>OPSC #</b> 72538-78
<b>WAL #:</b> #1S	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<b>Firm Name:</b>	KENCO Construction Services
	<b>Street:</b>	1230 Doris Avenue
	<b>City, State, Zip:</b>	Oxnard, CA 93030
	<b>Phone:</b>	(714) 981-2752

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

This is a one time supplemental WAL for one DSA Class 1 Inspector for Phase 1 - the replacement of the Elm Elementary Campus with a new campus including construction of the Kindergarten, Classroom, Admin/Media, and Multi-Purpose Buildings. Site work included. And Phase 2 - Demo of existing school including new parking lots, landscape and play equipment. All scope at one site.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> 7/1/18	<b>COMPLETION DATE:</b> 6/30/19
---------------------------	---------------------------------

**FIXED FEE AMOUNT:** \$179,520.00

*This fee amount is based upon Consultant's proposal dated 5/1/18 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.*

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

DISTRICT	CONSULTANT
----------	------------

OXNARD SCHOOL DISTRICT	CONSULTANT
------------------------	------------

(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
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**FOR DISTRICT USE ONLY**

<b>PROJECT MANAGER:</b> Jennifer MacIsaac	<b>PREPARED BY:</b> Sean Mahan
<b>P.O. #</b>	<b>P.O. AMOUNT:</b>
<b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER Master Construct and Implementation Funds	
<b>COST ID:</b> 6290	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

**SPECIAL INSTRUCTIONS:**





DSA Cert #4922 – Class 1.  
EIN #27-2782038  
SOS Corp. # 3245180

**“Building Safer Schools”**

**Proposal Extension for DSA Inspection. See P.O. #P17-02867**

**Date:** 05-01-18

**Project Client:** **Oxnard School District**  
1055 South C Street  
Oxnard, Ca. 93030  
(805) 385-1514

**Proposed Projects:** **Elm Street Elementary School Reconstruction – Project 5.**  
450 E. Elem Street. Oxnard, Ca. 93033

**DSA App. Number:** #03-116407 **File: 56-22**

**Scope of Work:** **Proposal Extension Request** for one DSA Class 1 Inspector for **Phase 1** - the Replacement of the Elm Elementary Campus with a new campus including construction of the Kindergarten, Classroom, Admin/Media, and Multi-Purpose Buildings. Site work included. And **Phase 2** – Demo of existing school including new parking lots, landscape, and play equipment. All scope at one site.

**Project Duration:** Original estimated project start & completion date: **1-01-17 to 6-30-18**  
Proposed extension estimated project start & completion date: **7-0 1-18 to 6-30-19**

**Project Rate:** **Class 1 Inspector @ \$85.00 per hour**, beginning July 1, 2018. (PO #17-02867 expires 6-30-18)  
Estimated regular weekdays: **264 days** (2,112 hrs.)  
Estimated cost for regular weekday DSA Inspection: **\$ 179,520.00**

**Contingency:** **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  
OT inspections. **\$ 0.00**

**Total Estimated Cost: (without contingency) \$ 179,520.00**

Please be advised that all inspections are subject to contractor performance.  
Therefore the total cost proposal is an estimate and subject to increase or credit.

## 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.

X \_\_\_\_\_

Ken Hinge, President  
KENCO Construction Services, Inc.  
Date: 05-01-18

X \_\_\_\_\_

District Authorized Agent  
Oxnard School District  
Date:

# Oxnard School District

PURCHASE ORDER  
 NO: P17-02867  
 DATE 12/13/2016

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 #:

ORDER LOCATION 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 002340/1	REQUISITIONER Lisa Franz	REQUISITION # R17-03108
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DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPO #
---------------	--------	------------------	----------	-------	-------

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	*APPROVED BY THE BOARD OF TRUSTEES ON 12/7/16 PROVIDE DSA INSPECTOR OF RECORD SERVICES FOR PROJECT 5 - ELM ELEMENTARY SCHOOL - PER WORK AUTHORIZATION LETTER #1 AND THE TERMS & CONDITIONS OF MASTER AGREEMENT #13-128	257,040.00	\$257,040.00
ACCOUNT DISTRIBUTION				AMOUNT	
(034379) 213- 6290- 9010- 0- 0000- 8500- 040- 600- 0005- 0				\$257,040.00	
<b>IMPORTANT INSTRUCTIONS TO VENDOR</b>					
1. Itemized INVOICES in Duplicate. 2. Enclose PACKING LIST with ALL shipments. 3. No deviation in PRICE or SUBSTITUTION in kind permitted. 4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. 5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. 6. Purchase order number must appear on packing slip. 7. Charges for the purchase in excess of 10% must be verified before delivery.				Order Sub-Total Sales Tax Shipping Adjustment <b>Order Total</b>	\$257,040.00 .00 .00 .00 <b>\$257,040.00</b>

\*\*\*\* End of Order \*\*\*\*

AUTHORIZED BY:

*Lisa A. Franz*

**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 13<sup>th</sup> 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.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".



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

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

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

#### **9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **10. Responsibilities of District.**



- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

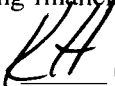
21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

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

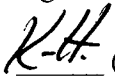
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (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 **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.

 (Initials)

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent , Business & Fiscal Services*  
Re: [Insert Project Name]



**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** 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:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**KENCO CONSTRUCTION SERVICES INC.:**

Kenneth Hinge  
Signature

KENNETH HINGE - President  
Typed Name/Title

10-30-13  
Date

Tax Identification Number: #27-2782038

Not Project Related

Project #13-128

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-128**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

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	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

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**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-128**

**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

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**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.



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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-128**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

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

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

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

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-128**

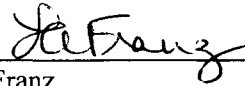
**CONFLICT OF INTEREST CHECK**

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  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: 11-20-13

By:   
Lisa A. Franz  
Director, Purchasing

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**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-128**

**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 **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: KENNETH HINGE

Title: President

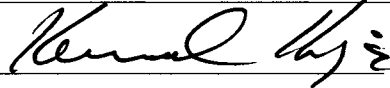
AND/OR

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 contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-13

Proper Name of Contractor: KENNETH HINGE

Signature: 

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**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 non-conforming 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.



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## **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.

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**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                      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

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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									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

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## 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-imburseables 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 4-5 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 25<sup>th</sup> 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)  
10-30-2013

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

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

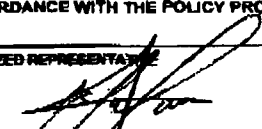
<b>PRODUCER</b> <b>AMEEN INSURANCE SERVICE</b> <b>1870 N HACIENDA BLVD</b> <b>SUITE 103</b> <b>LA PUENTE CA 91744</b>	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): <b>626-917-3656</b> FAX (A/C No.): E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Kenneth Hinge</b> <b>Kenco construction services inc.</b> <b>177 s Anacapa street.</b> <b>Ventura CA 93001-3525</b>	<b>INSURER A: Lloyd's of London Insurance Co. NAIC # 12521</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INGR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			10-30-2013	04-30-2014	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>PROFESSIONAL LIABILITY</b>		<b>MI30799</b>	4/25/2013	4/25/2014	\$5,000 EACH CLAIM

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

<b>CERTIFICATE HOLDER</b> <b>Oxnard School District</b> <b>1055 So. C ST.</b> <b>Oxnard CA 92856</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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(803) 483-2100



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09-05-2013

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

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

<b>PRODUCER</b> <b>AMEN INSURANCE SERVICE</b> 1870 N HACIENDA BLVD SUITE 103 LA PUENTE CA 91744	<b>CONTACT NAME:</b> PHONE (AG. No. Ext): <b>626-917-3656</b> FAX (AG. No.):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> <b>Kenco Construction Services</b> 177 Anacapa St Ventura CA 93001-3525	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: Essex Ins Co. NAIC # 40029</b>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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


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


INSR LTR	TYPE OF INSURANCE	ADD. SUBRN RNSL WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ <b>1000000</b> DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ <b>100000</b> MED EXP (Any one person) \$ <b>5000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2000000</b> PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<b>3CQ1254</b>	<b>08-10-2013</b>	<b>08-10-2014</b>	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accidnt) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) if yes, describe under DESCRIPTION OF OPERATIONS below	<b>Y/N</b>	<b>N/A</b>			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b> Oxnard School District	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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 <b>CALIFORNIA AUTOMOBILE INSURANCE CARD</b> Safeway Insurance Company NAIC 12521 P.O. BOX 5004, Monrovia, CA 91017 (800) 807-2339	
<b>POLICY NUMBER 1108520-CA-PP-002</b> <b>POLICY TERM 08/15/2013 12:01 AM TO 08/15/2014 12:01 AM Std</b> <b>VEHICLE 2007 FORD F-150 SUPERCREW 1FTRW12507FB38214</b> <b>AMEEN INSURANCE SERVICE (626)917-3656</b>	
<b>Additional drivers</b> <b>ANNE HINGE</b>	
<p><i>In Case of Accident: (1) Remove your self and others from harm. (2) If persons are injured, call for an ambulance. (3) Notify the police. (4) Do not admit responsibility. Investigation may show otherwise. (5) Obtain names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved, including witnesses. (6) Note any damages to other vehicles. (7) Report your claim promptly to Safeway by calling (888) 283-5129.</i></p>	
<b>KENNETH HINGE</b>  <b>177 ANACAPA ST</b> <b>VENTURA, CA 93001</b> <i>This card is only valid as long as premium has been paid and policy remains in force. This card must be carried in your vehicle and presented upon demand. The coverage provided by this policy meets the minimum liability limits prescribed by law.</i>	

 <b>CALIFORNIA AUTOMOBILE INSURANCE CARD</b> Safeway Insurance Company NAIC 12521 P.O. BOX 5004, Monrovia, CA 91017 (800) 807-2339	
<b>POLICY NUMBER 1108520-CA-PP-002</b> <b>POLICY TERM 08/15/2013 12:01 AM TO 08/15/2014 12:01 AM Std</b> <b>VEHICLE 2007 FORD F-150 SUPERCREW 1FTRW12507FB38214</b> <b>AMEEN INSURANCE SERVICE (626)917-3656</b>	
<b>Additional drivers</b> <b>ANNE HINGE</b>	
<p><i>In Case of Accident: (1) Remove your self and others from harm. (2) If persons are injured, call for an ambulance. (3) Notify the police. (4) Do not admit responsibility. Investigation may show otherwise. (5) Obtain names, addresses, telephone numbers, driver license numbers and license plate numbers of all persons involved, including witnesses. (6) Note any damages to other vehicles. (7) Report your claim promptly to Safeway by calling (888) 283-5129.</i></p>	
<b>KENNETH HINGE</b>  <b>177 ANACAPA ST</b> <b>VENTURA, CA 93001</b> <i>This card is only valid as long as premium has been paid and policy remains in force. This card must be carried in your vehicle and presented upon demand. The coverage provided by this policy meets the minimum liability limits prescribed by law.</i>	

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 6/6/18

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION A-I: 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<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> 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: **Twenty-Three Thousand Four Hundred Dollars and Zero Cents**  
**(\$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: **Twenty-Three Thousand Four Hundred Dollars and Zero Cents (\$23,400.00)** 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)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b>		<b>DATE:</b>	6/6/2018
<b>SITE NAME:</b>	Marshall Elementary School	<b>DSA #</b>	03-116806
<b>MASTER AGREEMENT #:</b>	13-122	<b>OPSC #</b>	72538-91
<b>WAL #:</b>	5S	<b>VENDOR ID:</b>	

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Earth Systems Southern California Street: 1371-A Walter Street City, State, Zip: Ventura, CA 93003 Phone: (805)642-6727

**SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

Earth Systems will be performing the following services when required by Division of the State Architect Inspections List, as requested by the Inspector of Record. Concrete batch plant inspections, concrete sampling at site, concrete strength testing, identify and sampling of reinforcing steel, laboratory testing of reinforcing steel, structural composite lumber (SCL) fabrication inspection, post-installed anchor testing, welding inspection at site, welding inspection at fabrication shop and engineering review and consultation.  
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

**START DATE:** Approximately 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 upon Consultant's proposal dated 5/1/18 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.*

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

**FOR DISTRICT USE ONLY**

PROJECT MANAGER: Jennifer Maclsaac      PREPARED BY: Sean Mahan  
 P.O. #      P.O. AMOUNT:  
 SOURCE OF FUNDS:     MEASURE "R"     DEF. MAINT.     DEV. FEES     OTHER: Master Construct and Implementations Program  
 COST ID: 6280

(PM APPROVAL SIGNATURE)      (DATE)

#



## Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | [www.earthsystems.com](http://www.earthsystems.com)

May 1, 2018

Project No.: 300686-001  
Reference No.: VT-24867-08

Attention: Sean Mahan  
CFW, Inc.  
[smahan@cfwinc.com](mailto: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
<u>Change Order Request Budget Addition:</u>	<u>\$23,400.00</u>
<b>Total Revised Estimate</b>	<b>\$52,500.00</b>

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**

Agreed to and Accepted



Patrick V. Boales  
Engineering Geologist No. 1346/Managing Principal

\_\_\_\_\_  
Client Signature and Title



Anthony P. Mazzei  
Geotechnical Engineer No. 2823

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date

Copies:        1 - Oxnard School District c/o CFW, Attention: Sean Mahan (via email)  
                  1 - Proposal File

**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 13<sup>th</sup> 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.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

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conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

**9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

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

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "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.

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 any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.



29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

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 **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
 1051 South A Street  
 Oxnard, California, 93030  
 Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
 Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** 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  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-122

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

- Not Project Related
- Project #13-122

**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:

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing 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.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
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.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related  
 Project #13-122

## 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 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
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 .....	\$290.00
Soils with Additives .....	Per Quote
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



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**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 Gunitite 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 .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
Sieve Analysis:	
Washed: ASTM C 117, C 136; CTM 202.....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
Specific Gravity:	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208.....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

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### ***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.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required).....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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#### **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

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**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

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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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.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

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

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



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**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**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  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

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

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**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 **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: 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 contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: *Paul E. Mooney, VP.*

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



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

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**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

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services
- B. Confirmation of completion of boring, drilling, sampling & testing activities

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**



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C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

## **6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

## **7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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## **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 ASTM D1557 or D698. Asphalt pavement placement and testing 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.
- l. 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.

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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 C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 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)

Not Project Related

Project #13-122

- 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.
  - x. *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.

Not Project Related

Project #13-122

**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 - 18|ASTM 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

Not Project Related

Project #13-122

- 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.

Not Project Related

Project #13-122

**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                                      Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services



- 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)**

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									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related  
 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 (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 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Hartford Fire Ins. Co.</b> INSURER B: <b>American Automobile Ins. Co.</b> INSURER C: <b>Lexington Ins. Co.</b> INSURER D: INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

**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

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

  **X**   Facilities

**SECTION D: ACTION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> 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 contaminants 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 **Twenty-Four Thousand Thirty Four Dollars and Zero Cents (\$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)



	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
<b>PROJECT #:</b> <b>SITE NAME:</b> McKinna Elementary School <b>MASTER AGREEMENT #:</b> 13-131 <b>WAL #:</b> 7	<b>DATE:</b> 6/6/2018 <b>DSA #</b> 03-118371 <b>OPSC #</b> <b>VENDOR ID:</b>	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Rincon Consultants Inc. Street: 180 North Ashwood Avenue City, State, Zip: Ventura, CA 93003 Phone: (805)644-4455	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<p>Rincon Consultants Inc. will provide a Phase I Environmental Site Assessment (ESA) and subsequent Phase I ESA Addendum Field Investigation. The scope of work for the ESA consists of four elements: records review, site reconnaissance, interviews, and report preparation. The results of the phase I ESA will provide the basis for Rincon's Phase I ESA Addendum field investigation. Consultant will collect soil samples from the site up to 5 ft. below surface grade and perform tests by a California certified laboratory. Samples will be analyzed for the following constituents; organochlorine pesticides, arsenic, and lead by EPA. Consultant will also produce a report summarizing the results of the analyses that will be prepared in accordance with the guidelines outlined by the Department of Toxic Substance Control (DTSC). If potential hazards to public health or the environment are found the report will include recommendations for expedited response actions necessary for mitigation. If deemed necessary the report will describe additional investigations and remediation needs or strategies otherwise a recommendation of "No Further Action" will be made.</p> <p style="text-align: center;">(ATTACH ADDITIONAL PAGES AS NECESSARY)</p>		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b> 06/06/2018	<b>COMPLETION DATE:</b> 02/28/2019	
<b>FIXED FEE AMOUNT:</b> Not to Exceed Twenty Four Thousand Thirty Four Dollars and Zero Cents (\$24,034.00)		
<p><i>This fee amount is based upon Consultant's proposal dated <u>5/14/2018</u> and subsequent negotiations mutually agreed to by all parties</i></p> <p><i>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.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(SIGNATURE)	
(DATE)	(DATE)	
<b>FOR DISTRICT USE ONLY</b>		
<b>PROJECT MANAGER:</b> Mario Mera <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds <b>COST ID:</b> 6271	<b>PREPARED BY:</b> Sean Mahan <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)	(DATE)	
<b>SPECIAL INSTRUCTIONS:</b>		



**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: [jmacisaac@cfwinc.com](mailto:jmacisaac@cfwinc.com)

**Subject: Proposal for Phase I ESA and Phase I ESA Addendum Field Investigation  
McKinna 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.**

Jennifer Bauer Morton  
Senior Project Manager

A. Edward Morelan, PG, CEG  
Principal / Senior Engineering Geologist

Attachment: Table 1

**Table 1 - Phase I ESA and Phase I ESA Addendum  
McKinna Elementary School  
Oxnard, California  
Rincon Consultants, Inc. - May 14, 2018**

Item	Unit	Cost per Unit	Number of Units	Subtotal
<b>Phase I ESA</b>				
Phase I ESA Report	lump sum	\$3,000	1	\$3,000
<b>Phase I ESA Addendum - Pre-Field Activities</b>				
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
<b>Phase II ESA Addendum - Soil Sampling Program</b>				
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
<b>Soil Laboratory Analysis (rush 3 business day turnaround time)</b>				
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
<b>Project Management and Reporting</b>				
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
<b>TOTAL</b>				<b>\$24,034</b>

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 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

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

**OPERATIVE PROVISIONS**

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

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

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

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

#### **9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

#### **10. Responsibilities of District.**

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
  - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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

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

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

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

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

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

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

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it  does  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.

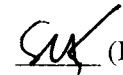
*SUS* (Initials)

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.

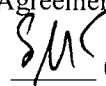
29. **District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **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.

 (Initials)

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.  
180 North Ashwood Avenue  
Ventura, CA 93003  
Attention: Stephen Svete  
T: (805) 644-4455  
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**RINCON CONSULTANTS INC.:**

[Signature]  
Signature

STEPHEN SNEYDE, AICP/N.P.  
Typed Name/Title

10-31-2013  
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

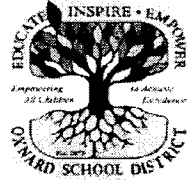
**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related

Project #13-131

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**COMPENSATION & RATE/FEE SCHEDULE**

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

<b>Document/Study</b>	<b>Estimated Costs</b>
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.*

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
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

<b>Professional, Technical, and Support Personnel</b>	<b>Rate</b>
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour



Not Project Related

Project #13-131

**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-131

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-131

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**INSURANCE**

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

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

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
  - 1. owned, non-owned and hired vehicles;
  - 2. blanket contractual;
  - 3. broad form property damage;
  - 4. products/completed operations; and
  - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

Not Project Related

Project #13-131

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

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

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

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #13-131

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: 11-20-13

By: 

Lisa A. Franz  
Director, Purchasing

Not Project Related

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**EXHIBIT "E"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE

Title: VICE PRESIDENT

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 

By: STEPHEN SVETE

Its: VICE PRESIDENT



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**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

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**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.

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**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.

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- 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.

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- 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.

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**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

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

#### 14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

#### 15. Time

**NTP + 7 days:** Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

**NTP + 30 days:** Consultant shall submit to the District draft Phase I ESA document.

**NTP + 45 days:** Consultant shall submit draft IS/MND report for District review.

**NTP + 60 days:** Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

**NTP + 90 days:** Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

**NTP + 120 days:** Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

**Final Phase I ESA + 90 days:** Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

#### 16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.





Not Project Related

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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 #: \_\_\_\_\_

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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	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>		<b>#VALUE!</b>	<b>#VALUE!</b>	<b>#VALUE!</b>	<b>\$0.00</b>	<b>#VALUE!</b>	<b>#VALUE!</b>

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

Not Project Related

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### 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-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

#### First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

#### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the 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 25<sup>th</sup> 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 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  <b>LEGENDS ENVIRONMENTAL INS.SVCS,LLC</b> 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

**COVERAGES**      **CERTIFICATE NUMBER:** 107184      **REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/DP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>PROF LIABILITY/ CLMS MDE</b> <b>TRANSPORTATION COV. /CLMS MDE</b>	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

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

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

### CERTIFICATE HOLDER

### CANCELLATION

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.  AUTHORIZED REPRESENTATIVE 
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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.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.  Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract.  RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01  
INSURED: RINCON CONSULTANTS, INC.

**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.

<b>Additional Insured(s)</b>	<b>Specified Project</b>
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.  Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract  RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01  
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY  
ENV 98 031 11 07

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07**

**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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2013

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

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

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	
	PHONE (A/C. No. Ext): (805) 585-6732 FAX (A/C. No.): (805) 585-6832 E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Golden Eagle Ins Corp.	10836
	INSURER B: QBE Ins Corp	39217
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

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



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## COMMERCIAL AUTO GOLD ENDORSEMENT

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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.
- in 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.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

or 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 quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

based per with for 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 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 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

#### **7. Lease Gap Coverage**

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

### **B. EXCLUSIONS**

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

#### **4. We will not pay for "loss" to any of the following:**

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

### **D. DEDUCTIBLE**

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II – LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

## 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

## 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

## 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

## 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

## 9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

## 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

## 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".



Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

#### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### b. War Or Military Action

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
  3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
    - a. Wear and tear, freezing, mechanical or electrical breakdown.
    - b. Blowouts, punctures or other road damage to tires.
  4. We will not pay for "loss" to any of the following:
    - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
    - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
    - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
    - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
  - b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

## SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
  - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment – Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.  
The coverage territory is:
  - a. The United States of America;
  - b. The territories and possessions of the United States of America;
  - c. Puerto Rico;
  - d. Canada; and
  - e. Anywhere in the world if:
    - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

#### SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured";
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
  - J. "Loss" means direct and accidental loss or damage.

- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M.** "Property damage" means damage to or loss of use of tangible property.
- N.** "Suit" means a civil proceeding in which:
1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
- "Suit" includes:
- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P.** "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000  
Insured RINCON CONSULTANTS INC  
Insurance Company QBE INSURANCE CORPORATION

Countersigned By \_\_\_\_\_



**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<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> 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
<b>NET CHANGE</b>	<b>\$</b>	<b>14,469.40</b>
<hr/>		
Total Contingency Allocations to Date:	\$	(14,469.40)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	5,530.60

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #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: \_\_\_\_\_

**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:** 17-23 - 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**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 /	<b>CONTRACT:</b>	1 - Brekke Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/30 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$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	Type	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
<b>Subtotal:</b>				\$14,469.40
<b>Grand Total:</b>				<b>\$14,469.40</b>



**PCO #002**

**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**

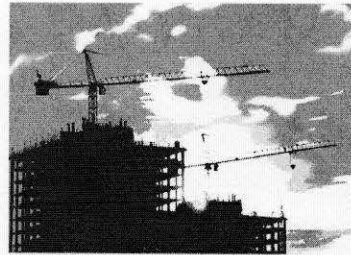
\_\_\_\_\_  
**SIGNATURE** **DATE**

\_\_\_\_\_  
**SIGNATURE** **DATE**

emailed Pat w/ Viola  
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.

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

**General Contractor:**  
**Viola Constructors**  
 PO Box 5624  
 Oxnard, CA 93031

**Job:** Project 17-23  
 Brekke Elementary School New Addition  
 3300 W Via Marina Ave  
 Oxnard, Ca 93030

DJS Job:

<b>Description:</b>	Plan change from 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

## 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
<b>TOTAL LABOR</b>								<b>\$ 6,003.83</b>

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	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, fabrication and delivery	64.00	\$ 0.76	\$ 48.64
	Materials	Vent wall form material 228 sqft ( plywood, 2x4, wall ties & hardware)	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
<b>TOTAL MATERIALS</b>					<b>\$ 2,025.73</b>

## SUMMARY

	<b>TOTAL LABOR COSTS</b>		<b>\$ 6,003.83</b>
		<b>MARKUP 15.00%</b>	\$ 900.57
	<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>		<b>\$ 2,025.73</b>
		<b>MARKUP 15.00%</b>	\$ 303.86
	<b>SUBTOTAL</b>		<b>\$ 9,233.99</b>
			\$0.00
	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>9,234.00</b>





**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

\*\*\*Telebelt-110 \$135.00/hr. plus \$2.75 yard-ton\*\*\* /// \*\*\*Bobcat \$35.00 Per Hour (4 Hr. Minimum)\*\*\*

<b>20 Meter "Z"</b>	<b>28 Meter "Z"</b>	<b>31 Meter "Z"</b>	<b>36 Meter "Z"</b>	<b>38/40 Meter "Z"</b>	<b>47 Meter "Z"</b>	<b>52 Meter "Z"</b>
\$75.00/hr.- \$2.50/yd.	\$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.-\$3.00/yd.

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 oiler 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 travel 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: \_\_\_\_\_

Dave Cook

JLS Concrete Pumping, Inc.

Accepted By: \_\_\_\_\_

Don

DJS Contracting, Inc.









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**SILVER CREEK INDUSTRIES, INC.**



"BUILDING FOR THE NEXT GENERATION"

**SILVER CREEK**

2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
BREKKE  
(1) 72' x 40'  
KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
FOUNDATION PLAN  
BELOW GRADE  
CONCRETE FLOOR**



ARCHITECT OF RECORD  
SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

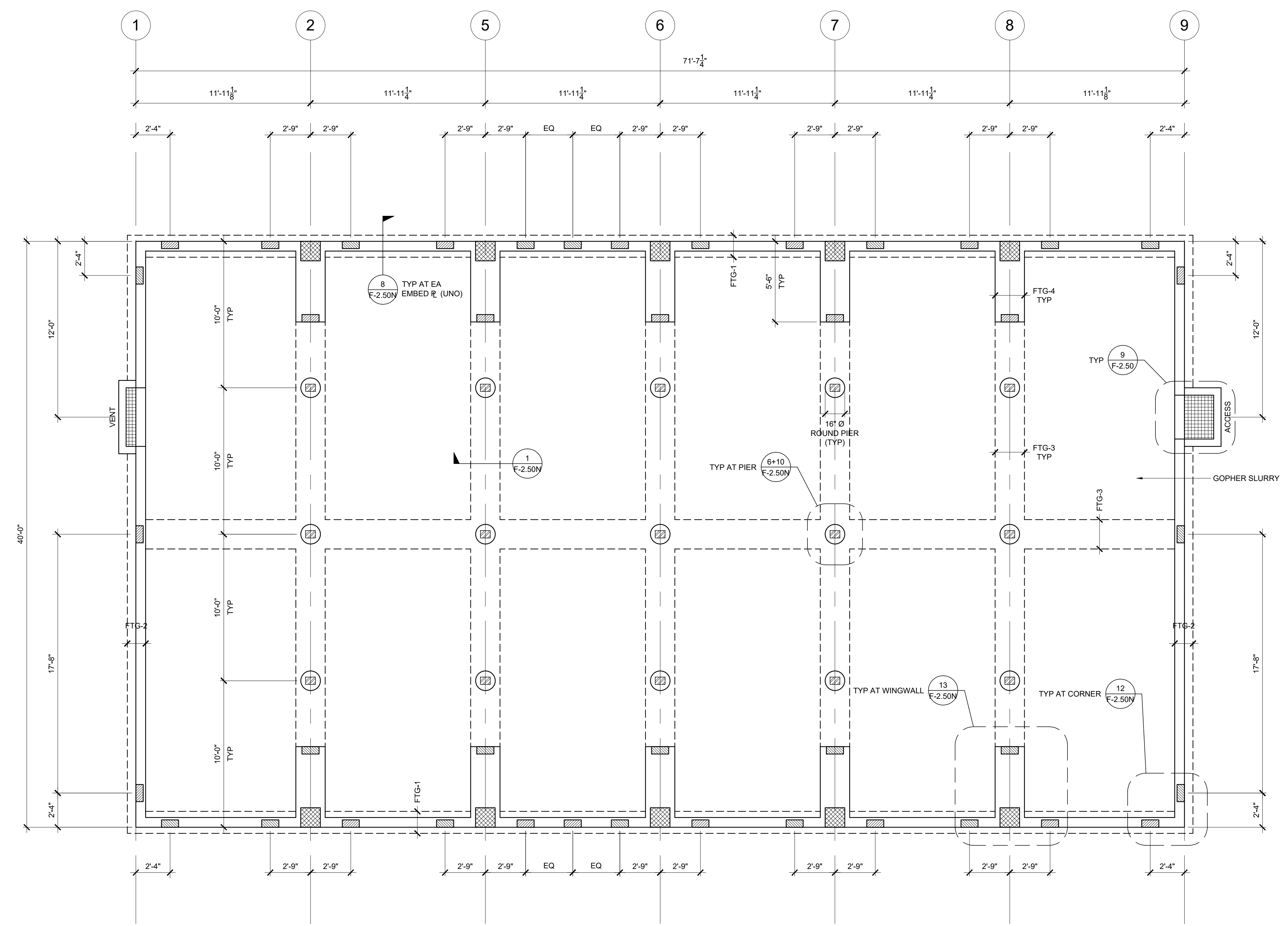
ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS


SILVER CREEK INDUSTRIES

PROJECT NO:  
DRAWN BY:  
SCALE: AS NOTED  
DATE:

**F-2.11N**  
-- HIGH SEISMIC --



FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N

EMBED PLATE SCHEDULE		
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

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT. REQ'D  
\*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)

1 - 4'x8" VENT = 1.59 SF  
1 - 3'x2" ACCESS = 4.25 SF  
5.84 SF TOTAL VENTILATION (> 1.92 SF)

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UN - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSION:**

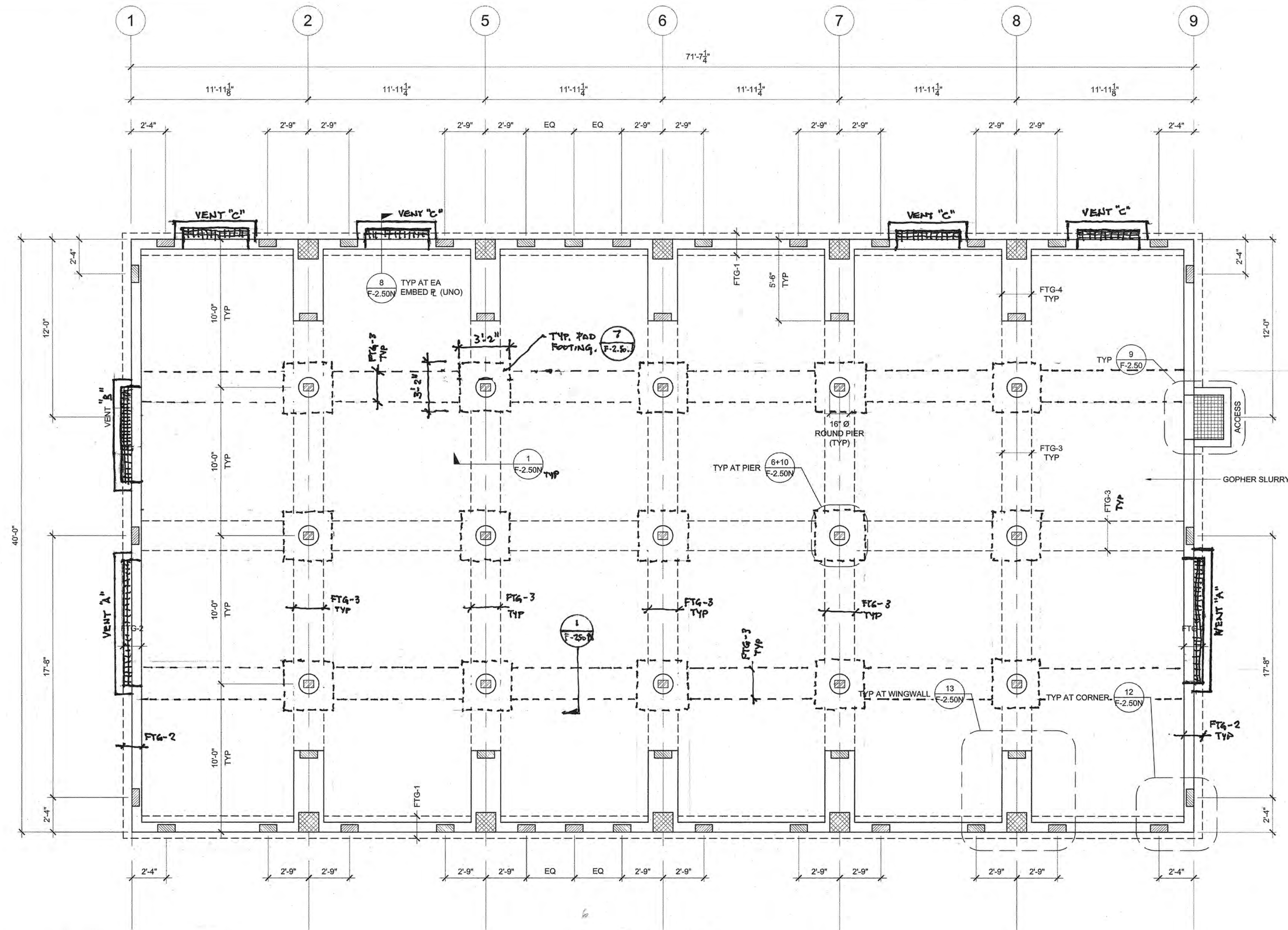
THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
- CRAWLSPACE VAPOR RETARDERS:**

THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).

**MATERIALS:**  
GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.

**INSTALLATION REQUIREMENTS:**  
OVERLAP JOINTS BY 6 INCHES. TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEMWALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.





PAD FOOTING 3'-2" SQ (3) #5 E.W.

FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE x 15" DEEP w/ (4) #5 T&B	4/F-2.50N

EMBED PLATE SCHEDULE		
TYPE	SIZE	DETAIL
	16"x16"x3/8" PLATE	9/F-2.50N
	16"x4"x3/8"x14 LONG	8/F-2.50N
	6"x6"x3/8" PLATE	6/F-2.50N

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 150' = 19.2 SF VENT. REQ'D  
 \*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)  
 2- 3' x 3' VENT @ 4.0 SF = 8.0 SF  
 4- 2' x 2' VENT @ 4.0 SF = 16.0 SF  
 1- 3' x 2' ACCESS = 6.0 SF  
 TOTAL VENTILATION (MIN. SF) = 30.0 SF  
 19.2

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

- NOTES:**
- SOIL TYPE AND FOOTINGS:**
    - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
    - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
    - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
  - CONCRETE:**
    - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
    - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3000 PSI (UN - SEE NOTE 12 BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
    - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
    - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
  - REINFORCING STEEL:**
    - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #6 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
  - WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
  - BOLTS:** ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
  - PLATES:** ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
  - FOUNDATION OVERALL DIMENSION:** THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
  - CRAWLSPACE VAPOR RETARDERS:** THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).  
**MATERIALS:** GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.  
**INSTALLATION REQUIREMENTS:** OVERLAP JOINTS BY 6 INCHES; TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEM WALLS AND OTHER PENETRATIONS.
  - SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.

THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI INC. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI INC SHALL BE THE PROPERTY OF SCI INC.

SILVER CREEK INDUSTRIES, INC.  
 "BUILDING FOR THE NEXT GENERATION"  
**SILVER CREEK**  
 2830 BARRETT AVE, PERRIS, CALIFORNIA 92571  
 PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
 BREKKE  
 (1) 72' x 40'  
 KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
 FOUNDATION PLAN  
 BELOW GRADE  
 CONCRETE FLOOR**



ARCHITECT OF RECORD  
 SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

**IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT**  
 03 118725  
 AC / FLS / SS / EY  
 Date 03/02/19

ORIGINAL PG STATE AGENCY APPROVAL

REVISIONS	

SILVER CREEK INDUSTRIES

PROJECT NO:  
 DRAWN BY:  
 SCALE: AS NOTED  
 DATE:

**F-2.11N**  
 -- HIGH SEISMIC --



COPY

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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 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

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

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

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

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

**SECTION 1. DEFINITIONS**

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

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.



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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of 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

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement 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

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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

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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.).

**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

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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");

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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. 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.

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

**SECTION 13. BONDING REQUIREMENTS**

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

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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.

**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

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Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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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

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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

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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 (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 25. ASSIGNMENT**

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

**SECTION 26. PROVISIONS REQUIRED BY LAW**

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

**SECTION 27. HEADINGS**

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



**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

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

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

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

**SECTION 31. SEVERABILITY**

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

**SECTION 32. ENTIRE AGREEMENT**

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

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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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

**THE DISTRICT**

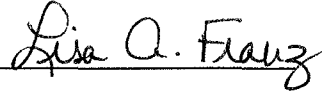
Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

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**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

## 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.

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### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and 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.~~

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~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.



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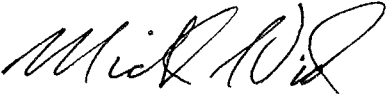
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

**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.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**

By:   
Michael T. Viola

By:   
Lisa A. Franz

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

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).

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Debbie Irwin <b>PHONE (A/C, No, Ext):</b> (805) 585-6100 <b>FAX (A/C, No):</b> (805) 585-6200 <b>E-MAIL ADDRESS:</b> dirwin@tolmanandwiker.com															
<b>INSURED</b> Viola Inc. P. O. Box 5624 Oxnard CA 93031		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Fire Ins Co</td> <td>21121</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Everest National Ins Co</td> <td>010120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Ins Co	21121	INSURER B: West American Ins Co	44393	INSURER C: RSUI Indemnity Co	22314	INSURER D: Everest National Ins Co	010120	INSURER E:		INSURER F:	
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**COVERAGES** CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC - REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> Oxnard School District 1055 South C Street Oxnard, CA 93030	<b>CANCELLATION</b> 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 <i>Gregory Anderson</i>

**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

<b>Name Of Person Or Organization:</b>
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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			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.



55449245

001450

375

of 70

37

**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
- Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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

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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

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**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
<b>NET CHANGE</b>	<b>\$</b>	<b>14,469.40</b>
<hr/>		
Total Contingency Allocations to Date:	\$	14,469.40
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	5,530.60

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #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: \_\_\_\_\_

**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**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - McAuliffe Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/30 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$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	Type	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
<b>Subtotal:</b>				\$14,469.40
<b>Grand Total:</b>				<b>\$14,469.40</b>



**PCO #002**

**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**

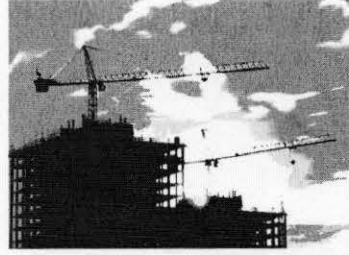
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**SIGNATURE** **DATE**

\_\_\_\_\_  
**SIGNATURE** **DATE**

emailed Per w/ VIOLA  
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 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.

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

**General Contractor:**  
**Viola Constructors**  
 PO Box 5624  
 Oxnard, CA 93031

**Job:** Project 17-24  
 McAuliffe Elementary School New Addition  
 3300 W Via Marina Ave  
 Oxnard, Ca 93030

DJS Job:

<b>Description:</b>	Plan change from 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 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

## 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
<b>TOTAL LABOR</b>								<b>\$ 6,003.83</b>

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	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, fabrication and delivery	64.00	\$ 0.76	\$ 48.64
	Materials	Vent wall form material 228 sqft ( plywood, 2x4, wall ties & hardware)	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
<b>TOTAL MATERIALS</b>					<b>\$ 2,025.73</b>

## SUMMARY

	<b>TOTAL LABOR COSTS</b>		<b>\$ 6,003.83</b>
		<b>MARKUP 15.00%</b>	<b>\$ 900.57</b>
	<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>		<b>\$ 2,025.73</b>
		<b>MARKUP 15.00%</b>	<b>\$ 303.86</b>
	<b>SUBTOTAL</b>		<b>\$ 9,233.99</b>
			\$0.00
	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>9,234.00</b>



**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

\*\*\*Telebelt-110 \$135.00/hr. plus \$2.75 yard-ton\*\*\* /// \*\*\*Bobcat \$35.00 Per Hour (4 Hr. Minimum)\*\*\*

<b>20 Meter "Z"</b>	<b>28 Meter "Z"</b>	<b>31 Meter "Z"</b>	<b>36 Meter "Z"</b>	<b>38/40 Meter "Z"</b>	<b>47 Meter "Z"</b>	<b>52 Meter "Z"</b>
\$75.00/hr.- \$2.50/yd.	\$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.-\$3.00/yd.

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 oiler 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 travel 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: \_\_\_\_\_

Dave Cook

JLS Concrete Pumping, Inc.

Accepted By: \_\_\_\_\_

Don

DJS Contracting, Inc.











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**SILVER CREEK INDUSTRIES, INC.**



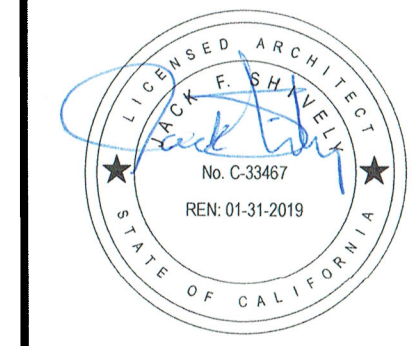
"BUILDING FOR THE NEXT GENERATION"

**SILVER CREEK**

2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
CHRISTA McAULIFFE  
(1) 72' x 40'  
KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
FOUNDATION PLAN  
BELOW GRADE  
CONCRETE FLOOR**



ARCHITECT OF RECORD  
SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

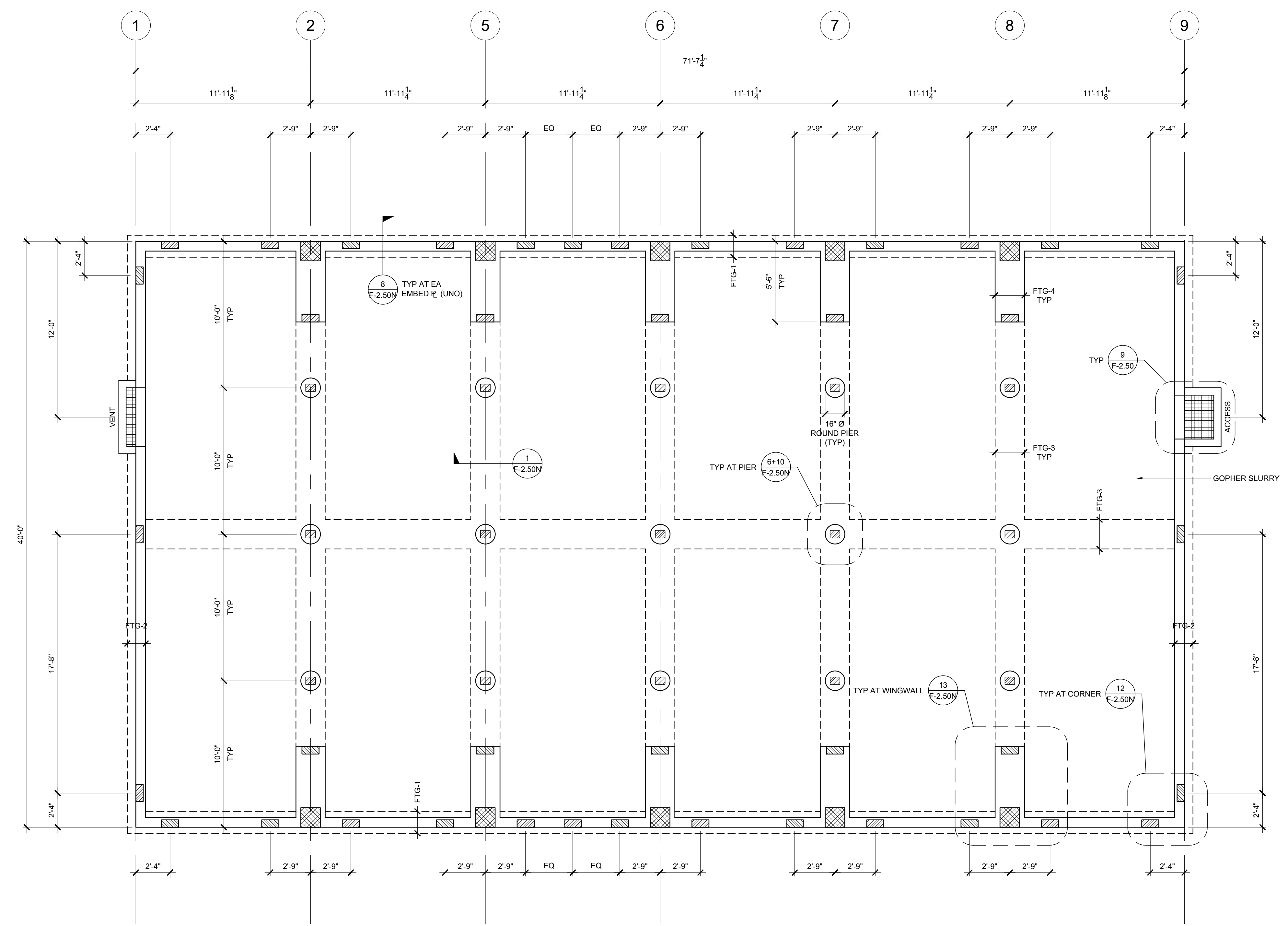
ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS


SILVER CREEK INDUSTRIES

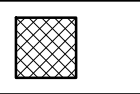

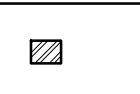
PROJECT NO:  
DRAWN BY:  
SCALE: AS NOTED  
DATE:

**F-2.11N**  
-- HIGH SEISMIC --



FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N

EMBED PLATE SCHEDULE		
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

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT. REQ'D  
\*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)

1 - 4'x8" VENT = 1.59 SF  
1 - 3'x2" ACCESS = 4.25 SF  
5.84 SF TOTAL VENTILATION (> 1.92 SF)

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UON - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSION:**

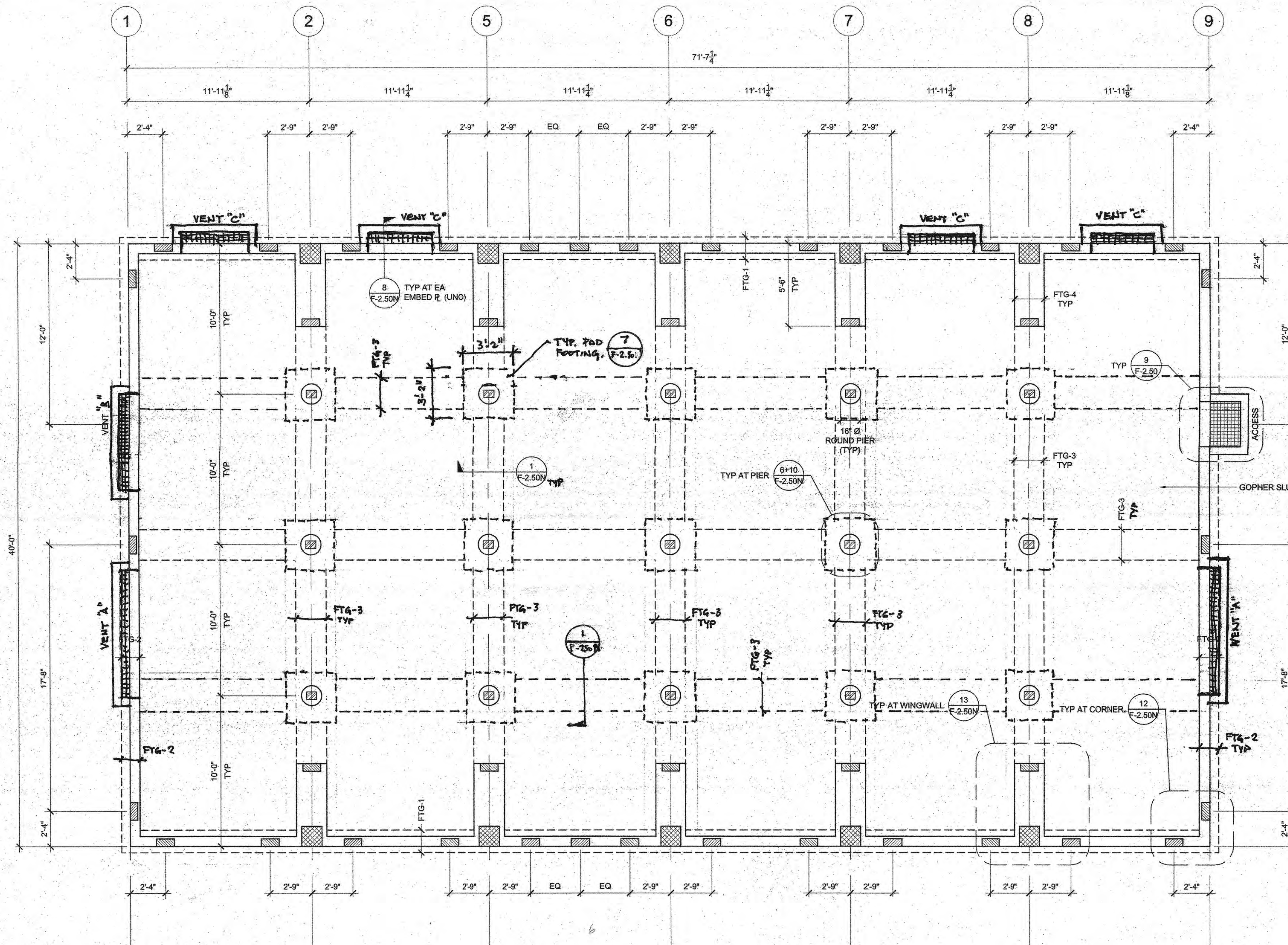
THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
- CRAWLSPACE VAPOR RETARDERS:**

THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).

**MATERIALS:**  
GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.

**INSTALLATION REQUIREMENTS:**  
OVERLAP JOINTS BY 6 INCHES. TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEMWALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.





PAD FOOTING 3'-2" SQ (S) #5 EW

FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1F-2.50N
FTG-4 (WINGWALL)	18" WIDE x 15" DEEP w/ (4) #5 T&B	4F-2.50N

EMBED PLATE SCHEDULE		
TYPE	SIZE	DETAIL
	16"x18"x3/8" PLATE	9F-2.50N
	16"x4x3x14 LONG	8F-2.50N
	6"x8"x3/8" PLATE	6F-2.50N

**VENTING CALCULATION:**

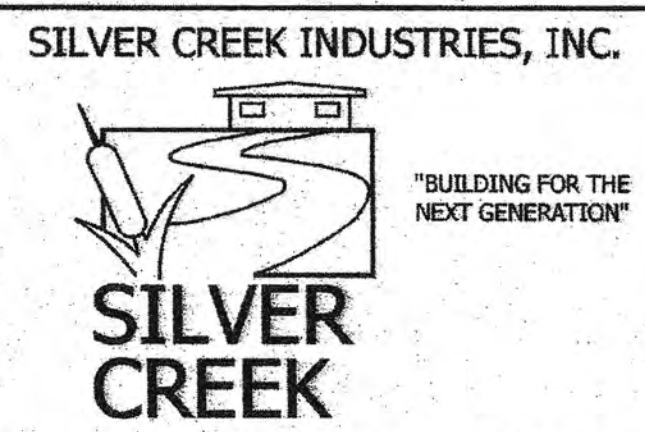
72' x 40' BUILDING: 72' x 40' = 2880 SF / 150' = 19.2 SF VENT REQ'D  
 \*PROVIDE VAPOR BARRIER (SEE 11F-2.51)  
 2.8 x 8' VENT = 22.4 SF  
 4.0 x 8' VENT = 32.0 SF  
 1.3 x 2' ACCESS = 2.6 SF  
 TOTAL VENTILATION (MINIMUM SF) = 57.0 SF  
 19.2

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (10M - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**
  - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**
  - ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**
  - ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSIONS:**
  - THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).
- CRAWLSPACE VAPOR RETARDERS:**
  - MATERIALS: GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.
- INSTALLATION REQUIREMENTS:**
  - OVERLAP JOINTS BY 6 INCHES; TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEM WALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11F-2.52 FOR SOIL PREPARATION REQUIREMENTS.

THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI INC. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI INC SHALL BE THE PROPERTY OF SCI INC.



2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
 PHONE: 951-945-5393 FAX: 951-945-2211

PROJECT NAME:  
**OXNARD SD  
 MCAULIFFE  
 (1) 72' x 40'  
 KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
 FOUNDATION PLAN  
 BELOW GRADE  
 CONCRETE FLOOR**



ARCHITECT OF RECORD  
 SUBMISSION DATE:

PROJECT SPECIFIC STATE AGENCY APPROVAL  
 IDENTIFICATION STAMP  
 DIV OF THE STATE ARCHITECT  
 03 118/32  
 ALI H.S. CROSS  
 Date APR 09 2018

ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS	

SILVER CREEK INDUSTRIES  
 PROJECT NO:  
 DRAWN BY:  
 SCALE: AS NOTED  
 DATE:

**F-2.11N**  
 -- HIGH SEISMIC --

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



COPY

#17-212

**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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

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

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

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

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

### **SECTION 1. DEFINITIONS**

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

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- ~~M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.~~
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of 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

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement 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

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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

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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.).

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**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

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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");

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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. 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.

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



**SECTION 13. BONDING REQUIREMENTS**

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

**SECTION 14. PAYMENTS TO CONTRACTOR**

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

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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.

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**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

## #17-212

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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

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### **SECTION 20. INDEPENDENT CONTRACTOR**

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

### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

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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**

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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

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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 (5<sup>th</sup>) 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.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

**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.

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**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.



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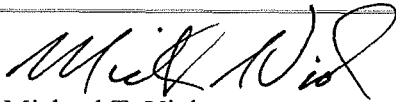
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

**CONTRACTOR**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

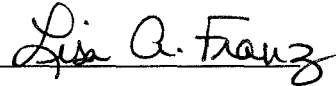
Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

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**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

## 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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)** to be paid monthly on a design progress basis.

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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.

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### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and 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.~~

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- E. Deliverable: ~~A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- 
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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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.**

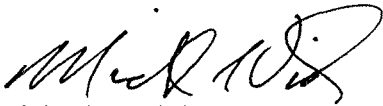
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this 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.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**

By:   
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

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).

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Debbie Irwin <b>PHONE (A/C, No. Ext):</b> (805) 585-6100 <b>FAX (A/C, No):</b> (805) 585-6200 <b>E-MAIL ADDRESS:</b> dirwin@tolmanandwiker.com															
<b>INSURED</b> Viola Inc. P. O. Box 5624 Oxnard CA 93031		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Fire Ins Co</td> <td>21121</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Everest National Ins Co</td> <td>010120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Ins Co	21121	INSURER B: West American Ins Co	44393	INSURER C: RSUI Indemnity Co	22314	INSURER D: Everest National Ins Co	010120	INSURER E:		INSURER F:	
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**COVERAGES**      **CERTIFICATE NUMBER:** 17/18 GL/AU/XS/WC -      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: McAuliffe Elementary School New Addition, Site Location: 3300 Via Marina Ave., Oxnard, CA 93035  
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 the policy term.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1055 South C Street Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Greg Anderson/DEBII <i>Greg Anderson</i>

COMMERCIAL GENERAL LIABILITY

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

<b>Name Of Person Or Organization:</b>
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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			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.



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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
- Facilities

SECTION D: ACTION \_\_\_\_\_  
SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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**

**Eleven Thousand Eight Hundred Fifty-Four Dollars and Seventy-One Cents (\$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.**

<b>ORIGINAL CONTRACTOR CONTINGENCY SUM</b>	<b>\$</b>	<b>20,000.00</b>
<b>NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION</b>	<b>\$</b>	<b>0.00</b>
<b>ADJUSTED CONTINGENCY SUM</b>	<b>\$</b>	<b>20,000.00</b>
<b>NET CHANGE</b>	<b>\$</b>	<b>11,854.71</b>
<b>Total Contingency Allocations to Date:</b>	<b>\$</b>	<b>11,854.71</b>
<b>ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....</b>	<b>\$</b>	<b>8,145.29</b>

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #002 – Concrete for Added Vent			\$11,854.71	
2.					
3.					
4.					
5.					
	<b>Totals</b>			\$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*

**APPROVAL (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:** 17-26 - 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**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - Ritchen Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/30 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$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	Type	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
<b>Subtotal:</b>				\$11,854.71
<b>Grand Total:</b>				\$11,854.71



**PCO #002**

**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

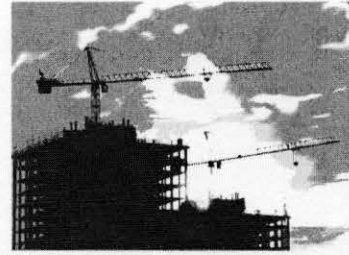
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SIGNATURE DATE

Emailed PRT w/ Viola  
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.

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

**General Contractor:**  
**Viola Constructors**  
 PO Box 5624  
 Oxnard, CA 93031

**Job:** Project 17-26  
 Ritchen Elementary School New Addition  
 3300 W Via Marina Ave  
 Oxnard, Ca 93030

DJS Job:

<b>Description:</b>	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 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

## 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 LABOR** **\$ 4,445.10**

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	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, fabrication and delivery	45.00	\$ 0.76	\$ 34.20
	Materials	Vent wall form material 228 sqft ( plywood, 2x4, wall ties & hardware)	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

	<b>TOTAL LABOR COSTS</b>		<b>\$ 4,445.10</b>
		<b>MARKUP 15.00%</b>	<b>\$ 666.76</b>
	<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>		<b>\$ 1,517.14</b>
		<b>MARKUP 15.00%</b>	<b>\$ 227.57</b>
	<b>SUBTOTAL</b>		<b>\$ 6,856.57</b>
			\$0.00
	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>6,857.00</b>



**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

\*\*\*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 "Z"
\$75.00/hr.- \$2.50/yd.	\$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.-\$3.00/yd.

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 oiler 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 travel 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: \_\_\_\_\_

Dave Cook

JLS Concrete Pumping, Inc.

Accepted By: \_\_\_\_\_

Don

DJS Contracting, Inc.



# Associated Ready Mixed Concrete Inc.

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 #:

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**

Product Code	Product description	Est. Quantity	Price**
66531	4000 1" NO ASH, 6.5 SK .50WC	100	\$96.00
PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW			
Based on 10 yrd min load			
	960		
	200		
	50		
	1210		
	17.75 total		
	96.75		
		130.08 per yard	
		Total Cubic Yards: 100	

This Quotation is Firm for 60 Days

**Energy Charge:** Energy surcharge of \$30.00 per load regardless of size

**Environmental:** Environmental Fee of \$20.00 per load, regardless of size.

\*\*Please Add Appropriate Sales Tax

**Dump Fees:** Dump Fees of \$15.00 per yard may apply to all returned concrete

**Escalations:** ADD \$4.00 ON 10/1/18

PRICES EXPIRE ON

4/1/2019

**AB219, Prevailing Wage, And Buyer's Duties:** Buyer must inform supplier if this is an AB219 or Prevailing Wage Job. These jobs will be charged \$200 per load, regardless of size, delivery charge. Standing time for these projects is charged at \$3.50 per minute. Order placed on this project without notification of AB219 status will result in a charge of a \$2000 administrative fee. Buyer's Duties 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.

**Standing Time:** 4 minutes per yard is allowed for each individual load for waiting and unloading at the job site. Additional time will be charged at a rate of \$2.50 per minute.

**After Normal Delivery Hours:** Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM Saturday will be charged an additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or between 3:00 PM Saturday and 6:00 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 cost changes or components of concrete.

**Temperature:** Prices above are for concrete delivered at the ambient temperature, heating or chilling is an additional itemized charge  
**Plans and Specs:** This job quotation is NOT BID as per plans and specs. 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 percent per month on any and all invoices which are not paid in full on or before the last day of the month following the date of delivery.  
 Additional charges may apply for orders cancelled or orders placed and then put on hold.

**Acceptance:** For this quote to be effective, Seller must receive Buyer's written acceptance at Seller's address listed above no later than 60 (sixty) days after the quote date, otherwise the quotation expires. NOTE: This offer is held open for less than the time provided for under California UCC Section 2205(b). Orders placed on this project constitute acceptance.

Buyer Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Acceptance: \_\_\_\_\_

\*\*orders placed on this project constitute agreement

Sales Agent: **Rino Barbagiovanni (818) 203-3025**

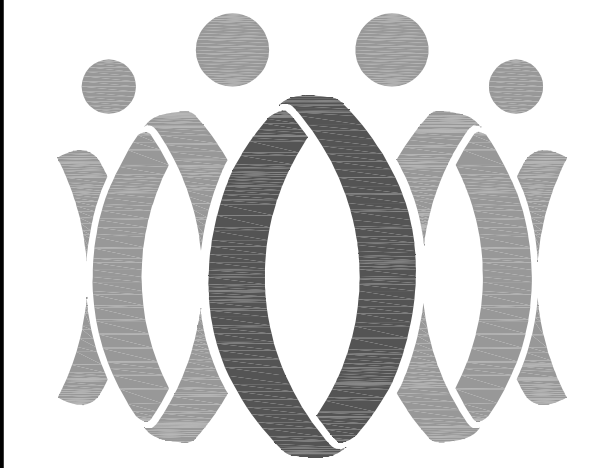


# OXNARD SCHOOL DISTRICT

# EMILIE RITCHEN ELEMENTARY SCHOOL

## KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

### 2200 CABRILLO WAY, OXNARD CA 93030



**FLEWELLING & MOODY**  
architecture planning interiors

HEADQUARTERS OFFICE:  
815 Colorado Blvd, Suite 200  
Los Angeles, CA 90041  
323.543.8300 FAX 323.543.8198  
E-Mail: fm-pasadena@flewellling-moody.com

ANTELOPE VALLEY OFFICE:  
1035 West Lancaster Boulevard  
Lancaster, California 93534  
661.949.0771 FAX 661.949.2843  
E-Mail: fm-pasadena@flewellling-moody.com

An Employee Owned Corporation



CONSULTANT

AGENCY FILE NO. 56-22

IDENTIFICATION STAMP  
DIVISION OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
APPL 03-118730  
AC \_\_\_\_\_ FLS \_\_\_\_\_ SS \_\_\_\_\_  
DATE \_\_\_\_\_  
PTN. 72538-102

Drawn by: \_\_\_\_\_

Checked by: \_\_\_\_\_

Revisions:

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewellling & Moody.

OXNARD UNIFIED SCHOOL DISTRICT

RITCHEN ELEMENTARY SCHOOL  
KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

2200 CABRILLO WAY,  
OXNARD, CALIFORNIA 93030

TITLE SHEET

Job No.

2781.300

Date

April 30, 2019

Expiration Date

License Number

Michael P. Stahlheber, AIA

Date

April 30, 2019

Expiration Date

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SILVER CREEK INDUSTRIES, INC.



"BUILDING FOR THE NEXT GENERATION"

SILVER CREEK

2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
RITCHEN  
(1) 72' x 40'  
KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
FOUNDATION PLAN  
BELOW GRADE  
CONCRETE FLOOR**



ARCHITECT OF RECORD  
SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

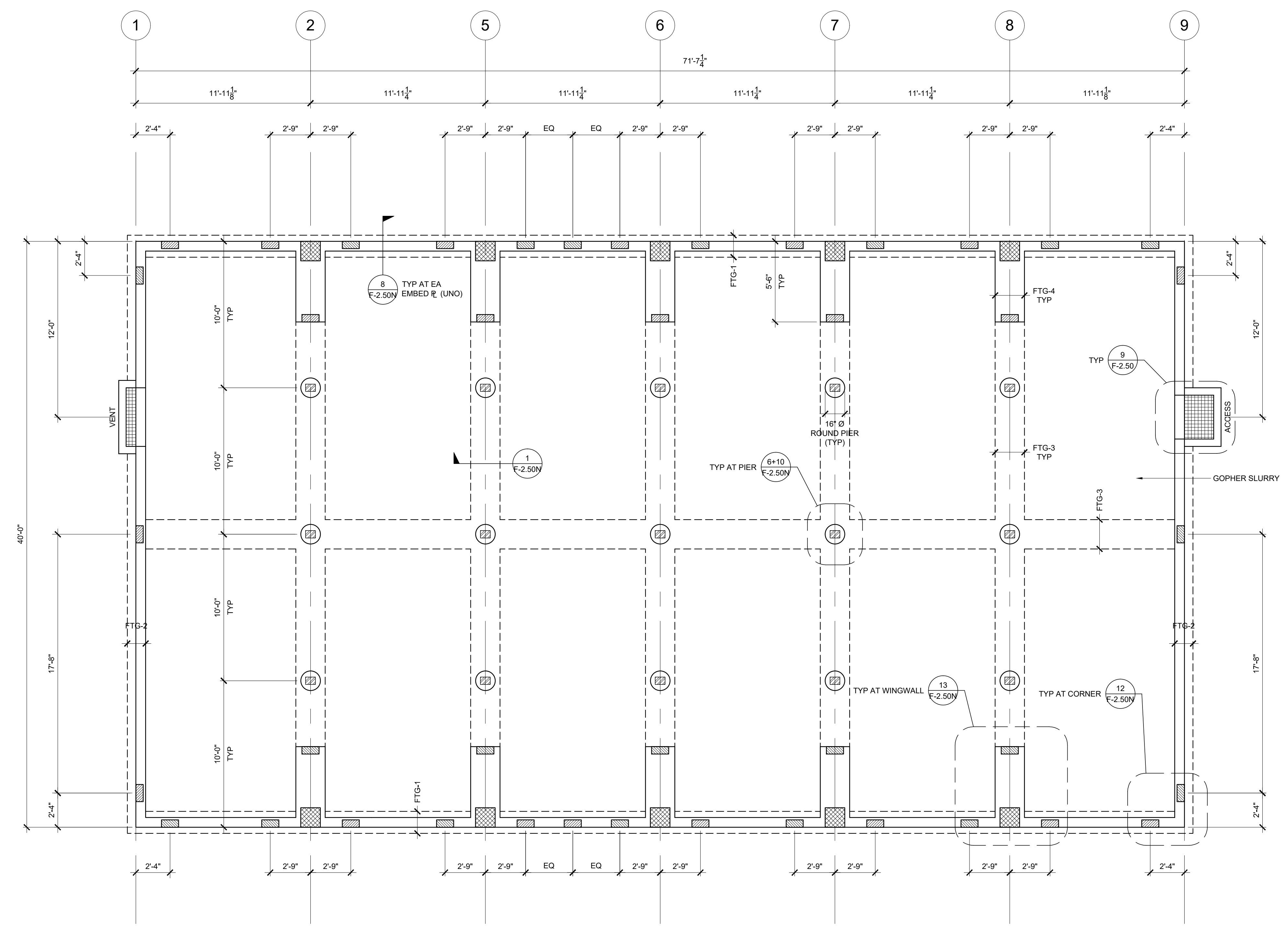
ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS


SILVER CREEK INDUSTRIES

PROJECT NO:  
DRAWN BY:  
SCALE: AS NOTED  
DATE:

**F-2.11N**  
-- HIGH SEISMIC --



FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N
EMBED PLATE SCHEDULE		
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

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT. REQ'D  
\*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)

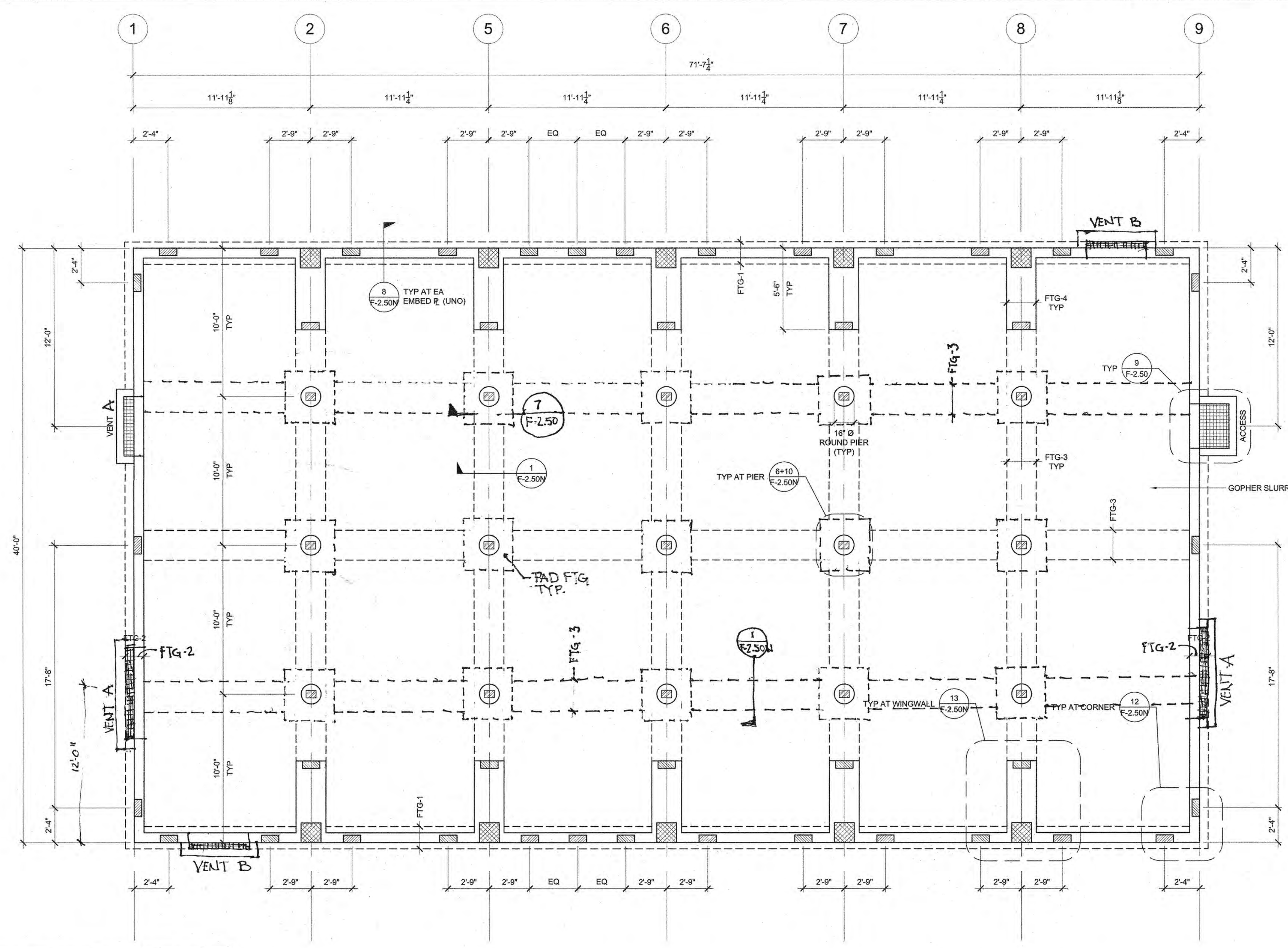
1 - 4'x8" VENT = 1.59 SF  
1 - 3'x2" ACCESS = 4.25 SF  
5.84 SF TOTAL VENTILATION (> 1.92 SF)

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UON - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:** ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:** ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:** ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSION:** THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
- CRAWLSPACE VAPOR RETARDERS:** THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).  
**MATERIALS:** GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.  
**INSTALLATION REQUIREMENTS:** OVERLAP JOINTS BY 6 INCHES; TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEMWALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.





PAD FTG = 3'-2" SQ (3) #5 EW

FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 TAB	1F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 TAB	4F-2.50N

EMBED PLATE SCHEDULE		
TYPE	SIZE	DETAIL
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**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT REQ'D  
 "PROVIDE VAPOR BARRIER (SEE 11F-2.51)  
 $3'-8" \times 8" = 4.76 \text{ SF}$   
 $2'-6" \times 8" = 4.17 \text{ SF}$   
 $1'-3" \times \text{ACCESS} = 1.25 \text{ SF}$   
**7.12 SF**  
 $7.12 \text{ SF} \times 1.32 = 9.40 \text{ SF}$   
**9.40 SF TOTAL VENTILATION (> 1.92 SF)**  
**23.75**

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

- NOTES:**
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  - BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
  - PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
  - FOUNDATION OVERALL DIMENSION:**

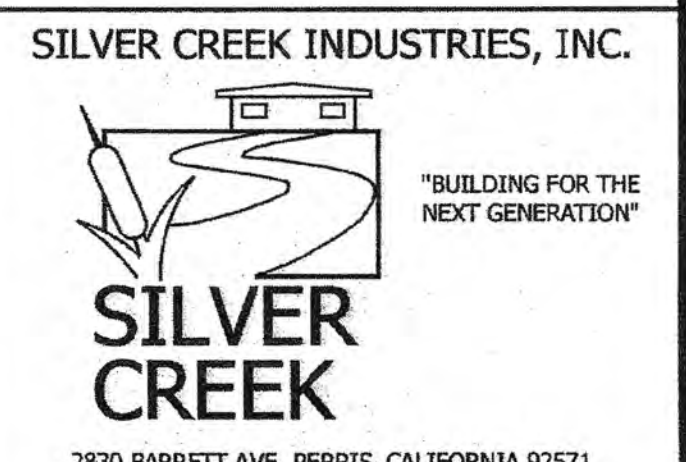
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2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
 PHONE: 951-943-5393 FAX: 951-945-2211

PROJECT NAME:  
**OXNARD SD  
 RITCHEN  
 (1) 72' x 40'  
 KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
 FOUNDATION PLAN  
 BELOW GRADE  
 CONCRETE FLOOR**



ARCHITECT OF RECORD  
 SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL  
 IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT  
 03110730  
 ACW FLS / SS PM  
 Date APR 09 2018

ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS	

SILVER CREEK INDUSTRIES  
 PROJECT NO:  
 DRAWN BY:  
 SCALE: AS NOTED  
 DATE:

**F-2.11N**  
 -- HIGH SEISMIC --

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



COPY

#17-218

**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

Ritchen Elementary School New Addition

November 1, 2017

**#17-218**

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

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

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

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

**SECTION 1. DEFINITIONS**

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

**#17-218**

incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services**. The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.



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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- 
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement 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

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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.

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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 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.).

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**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

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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");

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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. 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.

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

**SECTION 13. BONDING REQUIREMENTS**

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

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
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- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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.

**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

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Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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

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### **SECTION 20. INDEPENDENT CONTRACTOR**

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

### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

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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

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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

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

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**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.

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**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.

#17-218

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

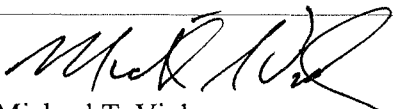
**CONTRACTOR**

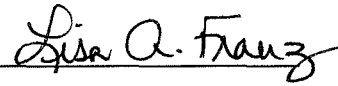
Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

---

By:   
Michael T. Viola  
Title: CEO  
Date: 11/8/2017

By: Lisa A. Franz   
Lisa A. Franz  
Title: Director, Purchasing  
Date: 11-28-17

#17-218

**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

November 1, 2017

#17-218

## EXHIBIT B

### Oxnard School District – Ritche 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 -

**2. Professional Constructability Review**

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- 
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

## #17-218

### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and 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.~~

## #17-218

E. ~~Deliverable:~~ A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- 
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.



**#17-218**

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.**

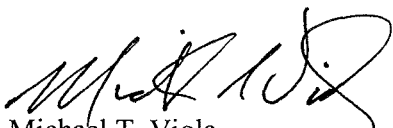
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

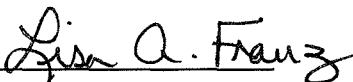
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

**Viola Inc.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**

By:   
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

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).

<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Debbie Irwin <b>PHONE (A/C, No, Ext):</b> (805) 585-6100 <b>FAX (A/C, No):</b> (805) 585-6200 <b>E-MAIL ADDRESS:</b> dirwin@tolmanandwiker.com															
<b>INSURED</b> Viola Inc. P. O. Box 5624 Oxnard CA 93031		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Fire Ins Co</td> <td>21121</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Everest National Ins Co</td> <td>010120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Ins Co	21121	INSURER B: West American Ins Co	44393	INSURER C: RSUI Indemnity Co	22314	INSURER D: Everest National Ins Co	010120	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: 17/18 GL/AU/XS/WC - REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Owners &amp; Contractors</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**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/DEBII <i>Greg Anderson</i>
---	---

COMMERCIAL GENERAL LIABILITY

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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			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.



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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<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> 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: **Three Thousand Dollars and Zero Cents (\$3,000.00)** 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)



**WORK AUTHORIZATION LETTER**

**GENERAL INFORMATION**

<b>PROJECT #:</b>	<b>DATE:</b> 6/6/2018
<b>SITE NAME:</b> Harrington Elementary School	<b>DSA #</b> 03-116673
<b>MASTER AGREEMENT #:</b> 13-122	<b>OPSC #</b> 72538-90
<b>WAL #:</b> 7S	<b>VENDOR ID:</b>

**PURSUANT TO MASTER AGREEMENT BETWEEN:**

DISTRICT	CONSULTANT
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Earth Systems Southern California Street: 1371-A Walter Street City, State, Zip: Ventura, CA 93003 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 requested by the Inspector of Record. Geotechnical observation and compaction testing during the construction phase, project management, engineering review and consultation.

*(ATTACH ADDITIONAL PAGES AS NECESSARY)*

**SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL**

<b>START DATE:</b> Approximately April 27, 2018	<b>COMPLETION DATE:</b> Approximately June 30, 2018
---	---

**FIXED FEE AMOUNT: Three Thousand Dollars and Zero Cents (\$3,000.00)**

*This fee amount is based upon Consultant's proposal dated 4/27/18 and subsequent negotiations mutually agreed to by all parties*

*This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.*

*This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.*

**IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:**

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT

(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
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**FOR DISTRICT USE ONLY**

PROJECT MANAGER: Mario Mera	PREPARED BY: Sean Mahan
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementations Program	
COST ID: 6280	

(PM APPROVAL SIGNATURE)	(DATE)
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## Earth Systems

1731 Walter Street, Suite A | Ventura, CA 93003 | Ph: 805.642.6727 | [www.earthsystems.com](http://www.earthsystems.com)

April 27, 2018

Project No.: 300686-002  
Reference No.: VT-24867-09

Attention: Sean Mahan  
CFW, Inc.  
[smahan@cfwinc.com](mailto: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
<u>Change Order Request Budget Addition:</u>	<u>\$3,000.00</u>
<b>Total Revised Estimate</b>	<b>\$12,400.00</b>

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



Patrick V. Boales  
Engineering Geologist No. 1346/Managing Principal

\_\_\_\_\_  
Client Signature and Title



Anthony P. Mazzei  
Geotechnical Engineer No. 2823

\_\_\_\_\_  
Client Name (in print)

\_\_\_\_\_  
Date

- Copies:        1 - Oxnard School District c/o CFW, Attention: Sean Mahan (via email)  
                   1 - Proposal File

**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 13<sup>th</sup> 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.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

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conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

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

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

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

**9. Responsibilities of Consultant:**

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

**10. Responsibilities of District.**



- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
  - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
  - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
  - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
  - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
  - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
  - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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

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

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

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [ ] does [X] does not qualify as a "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.

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 any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

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 **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
 1051 South A Street  
 Oxnard, California, 93030  
 Attention: Lisa Cline  
*Assistant Superintendent, Business & Fiscal Services*  
 Re: [Insert Project Name]

**With electronic copy to:** Caldwell Flores Winters, Inc.  
Oxnard School District Program Manager  
6425 Christie Ave., Suite 270  
Emeryville, California 94608  
Attention: Yuri Calderon  
T: 510-596-8170  
Email: ycalderon@cfwinc.com

**To Consultant:** 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  
Signature

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

11-20-13  
Date

Tax Identification Number: 95-6002318

**EARTH SYSTEMS SOUTHERN CALIFORNIA:**

Patrick V. Boales  
Signature

Patrick V. Boales, President  
Typed Name/Title

November 1, 2013  
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**


**WORK AUTHORIZATION PROCEDURES**

**1. Assignment of Work Authorization**

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-122

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:	COMPLETION DATE:	
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
<b>FOR DISTRICT USE ONLY</b>		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

- Not Project Related
- Project #13-122

**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:**

<b>Professional Personnel (hourly)</b>	
Staff Engineer/Geologist .....	\$110.00
Senior Engineer/Geologist .....	\$150.00
Laboratory Technician.....	\$75.00
 <b>Technical Personnel (hourly) for Non-Prevailing Wage Services</b>	
Technician (Off-Site or for Sample Pickup) .....	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only) .....	\$75.00
 <b>Mileage Charges</b>	
A mileage charge of \$20.00 will be applied to all non-prevailing 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.	
 <b>Technical Personnel (hourly) for On-Site (Prevailing Wage) Services</b>	
Soil Technician or Anchor Pull Tester .....	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector .....	\$85.00
 <b>Mileage Charges</b>	
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.	
 <b>Other</b>	
Certified Payroll .....	\$40.00/person/payroll
.....	plus copying fees

- Not Project Related  
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## 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 216	
Full Curve (4" Mold) .....	\$160.00
Full Curve (6" Mold) .....	\$200.00
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 .....	\$290.00
Soils with Additives .....	Per Quote
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

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**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 Gunitite 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 .....	\$135.00
Hazardous Waste Handling Charge .....	\$120.00
Moisture Content: CTM 370 .....	\$47.00
Sieve Analysis:	
Washed: ASTM C 117, C 136; CTM 202.....	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202 .....	\$75.00
Specific Gravity:	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208.....	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212 .....	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217 .....	\$110.00

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### ***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.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each .....	\$35.00
Compression, 2" Cubes (set of 3 required) .....	\$35.00
Special Sample Preparation .....	\$75.00/hour

#### **Masonry Prisms**

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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#### **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



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***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

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**II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.**

**III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:**

**A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.**

**B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.**

**C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.**

**D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.**

**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

**A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.**

**B. Acceptable back-up for billings shall include, but not be limited to:**

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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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.

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**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

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

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

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**EXHIBIT D**  
**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  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

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

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**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 **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR



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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: 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 contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: *Paul E. Mooney, VP.*

By: Paul E. Mooney, Vice President

Its: \_\_\_\_\_



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

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**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

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

### **3. Percolation Testing:**

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

### **4. Reports**

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
  - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
    - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
    - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
    - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
    - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
    - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
    - Provide appropriate subsurface profiles of rock or other bearing stratum;
    - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
    - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
  - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
  - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
  - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
  - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
  - v. Subgrade modules for design of pavements or slabs.
  - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
  - vii. Stability of slopes.
  - viii. Seismic activity.
  - ix. Frost penetration depth and effect.
  - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
  - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
  - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

**5. Construction Phase Services**

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

**STATUS REPORT FOR ACTIVITY:**

- A. Work plan and schedule for completion of services
- B. Confirmation of completion of boring, drilling, sampling & testing activities

**DUE DATE**

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments      **NTP + 25 days**

D. Final geotechnical engineering report for District approval      **NTP + 30 days**

**6. Time**

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

**7. Accuracy Standards**

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

Not Project Related

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## **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 ASTM D1557 or D698. Asphalt pavement placement and testing 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.
- l. 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.



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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 C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 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)

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- 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.
  - x. *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.

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## 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 - 18|ASTM 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

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- 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.

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**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    Date  
Lisa Cline, Assistant Superintendent,  
Business and Fiscal Services

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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									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
		<b>SUBTOTALS</b>				#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

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## 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 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.**



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013


<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	INSURER A: <b>Hartford Fire Ins. Co.</b>	<b>19682</b>
	INSURER B: <b>American Automobile Ins. Co.</b>	<b>21849</b>
	INSURER C: <b>Lexington Ins. Co.</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	013001511	12/19/12	12/19/13	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**General Liability Excludes Claims Arising Out of the Performance of Professional Services.**  
**RE: Master Agreement.**  
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

<b>CERTIFICATE HOLDER</b> Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

**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<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> 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
<b>NET CHANGE</b>	<b>\$</b>	<b>14,469.40</b>
<hr/>		
Total Contingency Allocations to Date:	\$	(14,469.40)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	5,530.60

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #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: \_\_\_\_\_

**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:** 17-23 - 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**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 /	<b>CONTRACT:</b>	1 - Brekke Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/30 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$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	Type	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
<b>Subtotal:</b>				\$14,469.40
<b>Grand Total:</b>				<b>\$14,469.40</b>



**PCO #002**

**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

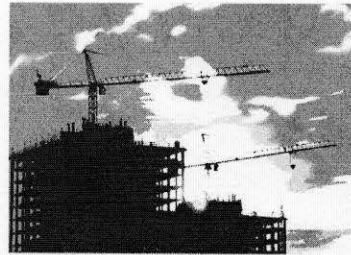
\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

emailed Pat w/ Viola  
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.

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

**General Contractor:**  
**Viola Constructors**  
 PO Box 5624  
 Oxnard, CA 93031

**Job:** Project 17-23  
 Brekke Elementary School New Addition  
 3300 W Via Marina Ave  
 Oxnard, Ca 93030

DJS Job:

<b>Description:</b>	Plan change from 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

## 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
<b>TOTAL LABOR</b>								<b>\$ 6,003.83</b>

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	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, fabrication and delivery	64.00	\$ 0.76	\$ 48.64
	Materials	Vent wall form material 228 sqft ( plywood, 2x4, wall ties & hardware)	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
<b>TOTAL MATERIALS</b>					<b>\$ 2,025.73</b>

## SUMMARY

	<b>TOTAL LABOR COSTS</b>		<b>\$ 6,003.83</b>
		<b>MARKUP</b> 15.00%	\$ 900.57
	<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>		<b>\$ 2,025.73</b>
		<b>MARKUP</b> 15.00%	\$ 303.86
	<b>SUBTOTAL</b>		<b>\$ 9,233.99</b>
			\$0.00
	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>9,234.00</b>



**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

\*\*\*Telebelt-110 \$135.00/hr. plus \$2.75 yard-ton\*\*\* /// \*\*\*Bobcat \$35.00 Per Hour (4 Hr. Minimum)\*\*\*

<b>20 Meter "Z"</b>	<b>28 Meter "Z"</b>	<b>31 Meter "Z"</b>	<b>36 Meter "Z"</b>	<b>38/40 Meter "Z"</b>	<b>47 Meter "Z"</b>	<b>52 Meter "Z"</b>
\$75.00/hr.- \$2.50/yd.	\$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.-\$3.00/yd.

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 oiler 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 travel 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: \_\_\_\_\_

Dave Cook

JLS Concrete Pumping, Inc.

Accepted By: \_\_\_\_\_

Don

DJS Contracting, Inc.



# Associated Ready Mixed Concrete Inc.

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 #:

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**

This Quotation is Firm for 60 Days

Product Code	Product description	Est. Quantity	Price**
66531	4000 1" NO ASH, 6.5 SK .50WC	100	\$96.00
PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW			
Based on 10 yrd min load			
	960		
	200		
	50		
	1210		
	17.75		
	96.75		
		130.08 per yard	
		Total Cubic Yards: 100	

**Energy Charge:** Energy surcharge of \$30.00 per load regardless of size

**Environmental:** Environmental Fee of \$20.00 per load, regardless of size.

\*\*Please Add Appropriate Sales Tax

**Dump Fees:** Dump Fees of \$15.00 per yard may apply to all returned concrete

**Escalations:** ADD \$4.00 ON 10/1/18

PRICES EXPIRE ON

4/1/2019

**AB219, Prevailing Wage, And Buyer's Duties:** Buyer must inform supplier if this is an AB219 or Prevailing Wage Job. These jobs will be charged \$200 per load, regardless of size, delivery charge. Standing time for these projects is charged at \$3.50 per minute. Order placed on this project without notification of AB219 status will result in a charge of a \$2000 administrative fee. Buyer's Duties 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.

**Standing Time:** 4 minutes per yard is allowed for each individual load for waiting and unloading at the job site. Additional time will be charged at a rate of \$2.50 per minute.

**After Normal Delivery Hours:** Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM Saturday will be charged an additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or between 3:00 PM Saturday and 6:00 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 cost changes or components of concrete.

**Temperature:** Prices above are for concrete delivered at the ambient temperature, heating or chilling is an additional itemized charge

**Plans and Specs:** This job quotation is NOT BID as per plans and specs. 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 percent per month on any and all invoices which are not paid in full on or before the last day of the month following the date of delivery. Additional charges may apply for orders cancelled or orders placed and then put on hold.

**Acceptance:** For this quote to be effective, Seller must receive Buyer's written acceptance at Seller's address listed above no later than 60 (sixty) days after the quote date, otherwise the quotation expires. NOTE: This offer is held open for less than the time provided for under California UCC Section 2205(b). Orders placed on this project constitute acceptance.

Buyer Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Acceptance: \_\_\_\_\_

\*\*orders placed on this project constitute agreement

Sales Agent: **Rino Barbagiovanni (818) 203-3025**

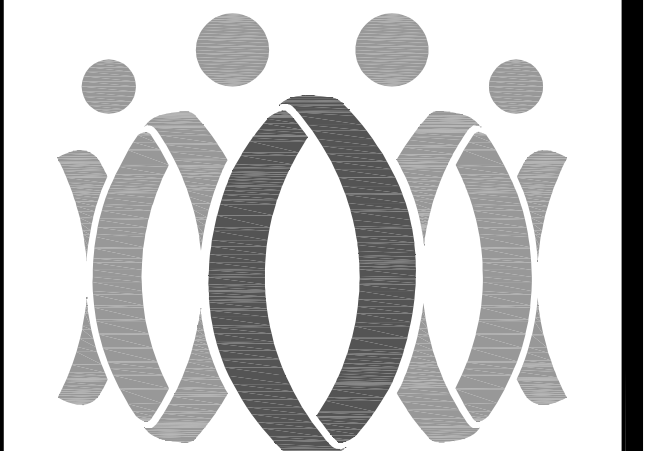


# OXNARD SCHOOL DISTRICT

# NORMAN R. BREKKE ELEMENTARY SCHOOL

## KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

### 1400 MARTIN LUTHER KING JR. DR, OXNARD CA 93030



**FLEWELLING & MOODY**  
architecture planning interiors

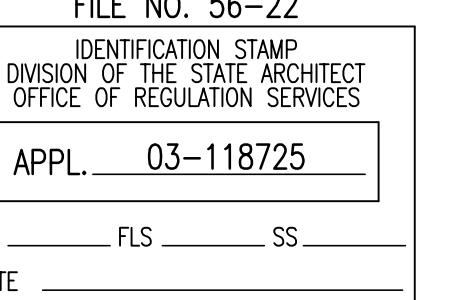
HEADQUARTERS OFFICE:  
815 Colorado Blvd, Suite 200  
Los Angeles, CA 90041  
323.543.8300 FAX 323.543.8198  
E-Mail: fm-pasadena@flewelling-moody.com

ANTELOPE VALLEY OFFICE:  
1035 West Lancaster Boulevard  
Lancaster, California 93534  
661.949.0771 FAX 661.949.2843  
E-Mail: fm-lancaster@flewelling-moody.com



CONSULTANT

AGENCY FILE NO. 56-22



PTN. 72538-105

Drawn by: \_\_\_\_\_

Checked by: \_\_\_\_\_

Revisions:

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD UNIFIED SCHOOL DISTRICT  
BREKKE ELEMENTARY SCHOOL  
KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION  
1400 MARTIN LUTHER KING JR. DR.  
OXNARD, CALIFORNIA 93030

TITLE SHEET

Job No.

2781.100

Date

April 30, 2019

Expiration Date

Michael P. Stahlheber, AIA

License Number

### GENERAL NOTES

- ALL WORK SHALL CONFORM TO TITLE 24 CALIFORNIA CODE OF REGULATIONS (CCR).
- CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-336, PART 1, TITLE 24, CCR.
- A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24 CCR. A DSA CERTIFIED CLASS 3 PROJECT INSPECTOR (IOR) AND RELOCATABLE BUILDING IN-PLANT INSPECTOR (RBIP) IS REQUIRED FOR THIS PROJECT.
- GRADING PLANS, DRAINAGE IMPROVEMENTS, ROADS AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES. DSA CLASS 3 PROJECT INSPECTOR REQUIRED FOR THIS PROJECT.
- DRINKING FOUNTAINS SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENT REQUIREMENTS, 2016 CPC AND 2016 CBC.
- PRIOR TO BIDDING THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED CONSTRUCTION, PIPING, CONDUITS, CLEAN-OUTS, PULL-BOXES, ETC. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DISTRICT AND ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
- PRIOR TO BIDDING, CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL GRADES, ELEVATIONS, DIMENSIONS, AND CONDITIONS OF THE INSTALLATION PRIOR TO SUBMITTING BID. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING THE ABOVE INVESTIGATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THE CONTRACTOR BY MEANS OF OFFERING A BID SHALL THEREBY CERTIFY THAT THE ABOVE STATED REQUIREMENTS HAVE BEEN MET.
- THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION ENTRANCES ARE LOCKABLE. SECURITY OF CONSTRUCTION SITE IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY EXISTING CONDITIONS THAT ARE IN CONFLICT WITH GRADING OR NEW CONSTRUCTION, AND OBTAIN CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- 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 WHICH A PERSON IS REQUIRED TO DESCEND, IF TRENCHES OR EXCAVATIONS 5'-0" OR MORE IN DEPTH ARE REQUIRED, OBTAIN AND PAY FOR NECESSARY PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, PRIOR TO ISSUE OF A BUILDING OR GRADING PERMIT.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK THAT OCCURS IN ANY PUBLIC RIGHT-OF-WAY AND/OR EASEMENT. THE COST OF PERMITS SHALL BE DIRECTLY REIMBURSED AT 1:1 RATE TO CONTRACTOR BY THE DISTRICT.
- 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.
- THE CONTRACTOR SHALL FURNISH AND INSTALL SIGNS READING: "CONSTRUCTION AREA, CONSTRUCTION PERSONNEL ONLY" AT ALL ENTRANCES TO THE AREA OF THE CONSTRUCTION PHASE.
- A DSA APPROVED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.

### ABBREVIATIONS

A/C	air conditioning	MC	mineral core
AC	asphalt concrete	MH	manhole
AD	area drain	MAT'L	material(s)
ADMIN	administration	MAX	maximum
AB	anchor bolt	MECH	mechanical
APX	approximate	MED	medium
ARCH	architecture, (architectural)	MT	mosaic tile
ASPH	asphalt	ML	metal
AUTO	automatic	MN	minimum
⊕	at	MISC	miscellaneous
		MKB	marker board
BM	beam	N	north
BLK'G	blocking	(N)	new
BD	board	NOM	nominal
BLD'G	building	not in contract	not to scale
		NTS	not to scale
C	compact	OC	on center
CAB	cabinet	OS	over floor
CLN'G	ceiling	OP'Y'G	opening
CKBD	chalkboard	OVD	overhead
CL	center line	OL	occupant load
CLR	clear		
CLRM	classroom		
CO	column	P	point
COL	clean out	PH	panic hardware
CONC	concrete	PBD	pedestal
CONSTR	construction	PE	pedestal
CONT	continuous, (continue)	PL	plastic laminate
CR	cold rolled channel	PLY	plywood
CT	ceramic tile	PW	panel
CUST	custodian	PVC	polyvinyl chloride
D	door	R	radius
D/(#)	diameter	RECO	reconstruction
DEMO	demolish, (demolition)	REF	reference
DIL	dial	REG	register
DIF	diffuser	RELO	relocatable
DM	dimension	REQ'D	required
DS	down spout	RA	return air
DWG	drawing	RD	roof drain
DF	drinking fountain	RM	room
		RR	reconstruction note
E	east	RR	return register
EA	each		
EF	each face		
EW	each way		
ELEC	electrical	S	south
EL	elevation	SG	safety glass
ELEV	elevator	SCHD	schedule
EQ	equipment	SEC	section
EQ	equal	SKK	service sink
EXIST/(E)	existing	SM	similar
EXT	exterior	SN	solid core
		SP	square footage
FC	face of concrete	SPEC	specification(s)
FOM	face of masonry	SQ	square
FOS	face of studs	SS	stainless steel
FIN	finish(ed)	ST	stain
FA	fire alarm	STL	standard
FE	fire extinguisher	STD	steel
FHMS	flathead machine screw	STD	storage
FHWS	flathead wood screw	SD	storm drain
FLR	floor(in)	STR/STRUCT	structural
FD	floor drain	SYS	system
FRP	fluorescent		
FRP	fiberglass resistant panel	T&B	top & bottom
FTG	footing	T&G	tongue & groove
FUR	furnish	T&B	tokenboard
FTV	field verify	TEL	telephone
		TV	television
		THK	thickness
		TH	threshold
		THRU	through
		TOW	top of wall
		TYP	typical
			unless otherwise noted
GA	gauge, (gauge)	UON	urinal
GALV	galvanized		
GLB	glue larm beam		
GYP	gypsum		
H	height		
HDWR	hardware		
HVAC	heating/ventilating air conditioning		
HC	hollow core		
HM	hollow metal		
HP	horsepower	VERT	vertical
HORIZ	horizontal	VF	verify in field
		VCT	vinyl composition tile
		VT	vinyl tile
INCL	include(d), (ing)	WSCT	wainscot
INFOR	information	WC	water closet
INSUL	insulat(e), (ion)	W	west
INT	interior	WG	wire glass
		W	with
		WO	without
KCPL	Keene's cement plaster	W/O	wood
		WO/W	Woodwork
L	length	WC	Woodwork Institute of California
LAB	laboratory		
LB	lag bolt		
LAM	laminated		
LAV	lavatory		
HB	hose bibb		

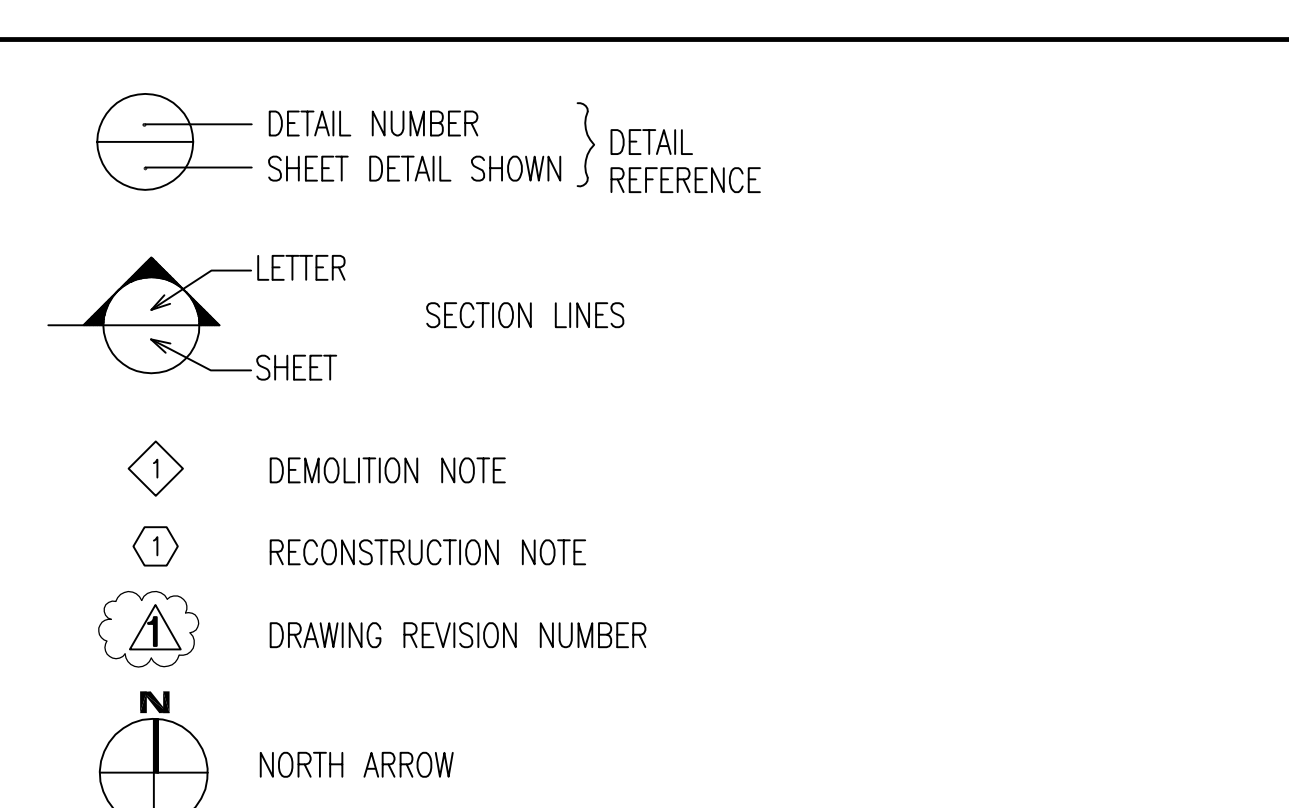
### APPLICABLE CODES

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 OF THE NATIONAL FIRE PROTECTION ASSOCIATION, NFPA.)	
PART 4	2016 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24 C.C.R. (2015 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO.)	
PART 5	2016 CALIFORNIA PLUMBING CODE (CPC), TITLE 24 C.C.R. (2015 UNIFORM PLUMBING CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO.)	
PART 6	2016 CALIFORNIA ENERGY CODE, TITLE 24 C.C.R.	
PART 8	2016 CALIFORNIA HISTORICAL BUILDING CODE, TITLE 24 C.C.R.	
PART 9	2016 CALIFORNIA FIRE CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL)	
PART 10	2016 CALIFORNIA EXISTING BUILDING CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL EXISTING BUILDINGS CODE OF THE INTERNATIONAL CODE COUNCIL, WITH AMENDMENTS)	
PART 11	2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), TITLE 24 C.C.R.	
PART 12	2016 CALIFORNIA REFERENCED STANDARDS, TITLE 24 C.C.R. TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS	
PARTIAL LIST OF APPLICABLE STANDARDS:		
NFPA 13	AUTOMATIC SPRINKLER SYSTEMS	2016 EDITION
NFPA 14	STANDPIPE SYSTEMS (CA) AMENDED	2013 EDITION
NFPA 17	DRY CHEMICAL EXTINGUISHING SYSTEMS	2013 EDITION
NFPA 17A	WET CHEMICAL EXTINGUISHING SYSTEMS	2013 EDITION
NFPA 20	STATIONARY PUMPS	2016 EDITION
NFPA 24	PRIVATE FIRE MAINS (CA) AMENDED	2016 EDITION
NFPA 72	NATIONAL FIRE ALARM CODE (CA) AMENDED	2016 EDITION
NFPA 80	FIRE DOOR AND OTHER OPENING PROTECTIVES	2016 EDITION
NFPA 253	CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS	2015 EDITION
NFPA 2001	CLEAN AGENT FIRE EXTINGUISHING SYSTEM (CALIFORNIA AMENDED)	2015 EDITION
REFERENCE CODE SECTION FOR NFPA STANDARDS - 2013 CBC (SFM) CHAPTER 35, SEE CHAPTER 35 FOR STATE OF CALIFORNIA AMENDMENTS TO NFPA STANDARDS.		

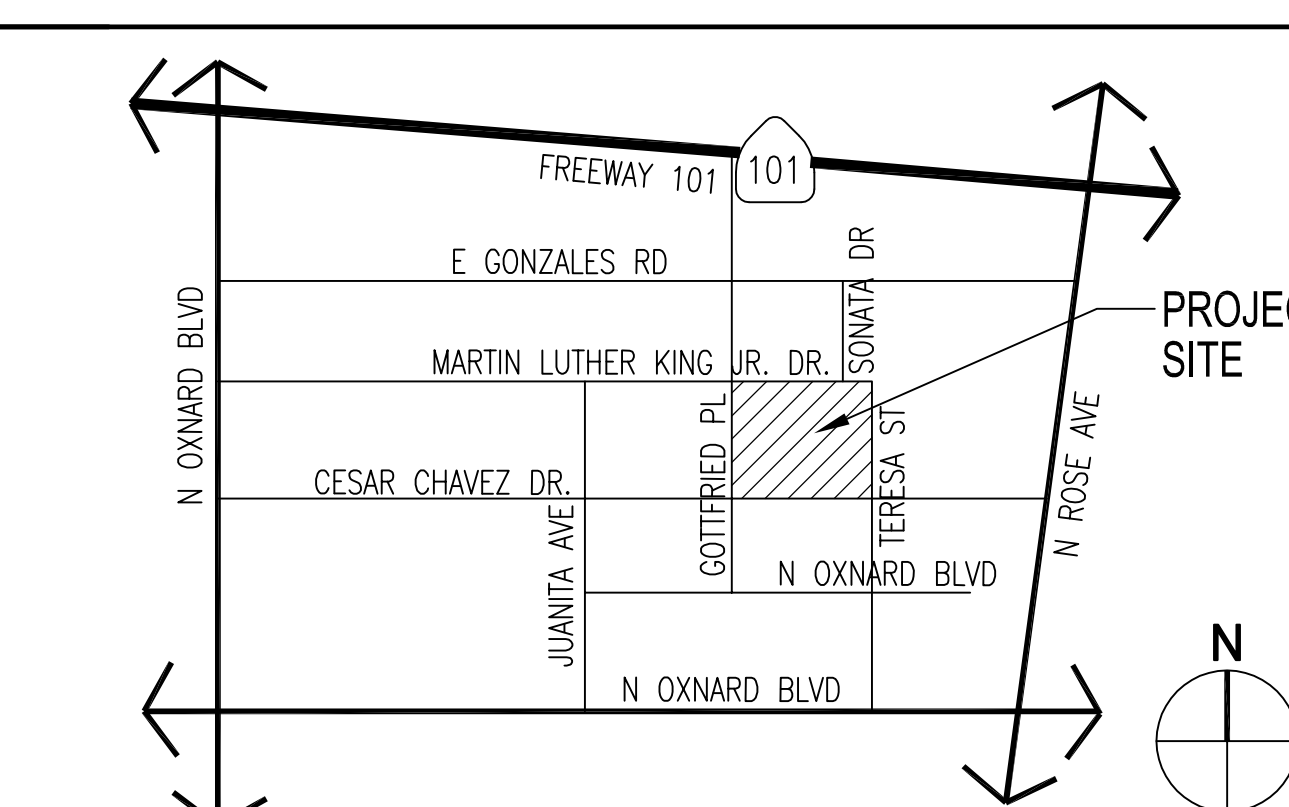
### GENERAL SCOPE OF WORK

- PROJECT CONSISTS OF:
- NEW 40' X 72' MODULAR CLASSROOM BUILDING PLACEMENT AND INSTALLATION OF BUILDINGS BY SILVER CREEK (PG # 04-114027). CLASSROOM BUILDING CONSISTING OF TWO KINDERGARTEN CLASSROOMS, ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPANT STUDENT TOILET ROOMS.
  - ALL SITE DEMOLITION WORK AS SHOWN ON DRAWING AND AS REQUIRED FOR INSULATION OF NEW CLASSROOM BUILDINGS, INCLUDING REMOVING OF TREES, AND LANDSCAPES AND RE-CONNECTION AND RE-ROUTING OF IRRIGATION LINES IN AND AROUND BUILDING AREA.
  - OVER EXCAVATION AND RECOMPACTION AS PER SOILS REPORT AND SOIL ENGINEER, 82' X 50' X 6'-0" DEPTH ON 4'-0" BELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND RECOMPACTION TO 95% COMPACTION IN ACCORDANCE TO ASTM D1157 MAX. DRY DENSITY. OVER EXCAVATION SHALL BE EXTENDED Laterally TO A DISTANCE OF AT LEAST 5 FEET Laterally BEYOND THE OUTSIDE EDGE OF THE FOUNDATION FOOTPRINT. PROVIDE GEO-GRID REINF. PER SOILS REPORT RECOMMENDATION.
  - INSTALLATION OF ALL THE UTILITIES TO NEW BUILDING AND FINAL CONNECTION TO MODULAR BUILDING
    - A. ELECTRICAL
    - B. WATER
    - C. SEWER
    - D. LOW VOLTAGE
    - E. FIRE WATER
    - F. FINAL CHLORINATION OF PLUMBING SYSTEM
  - SITE GRADING AND DRAINAGE AROUND BUILDING AND NEW PAVING AROUND BUILDING.
  - CONCRETE FOUNDATION, RAT SLAB, AND VENTING FOR MODULAR BUILDING AS PER MANUFACTURERS FOUNDATION DRAWINGS, INCLUDING METAL GRATES.
  - INTERIOR AND EXTERIOR BUILDING SIGNAGE.
  - INSTALLATION OF BUILDING EVAC. & FIRE ALARM SYSTEM AND CONNECTION TO EXISTING CAMPUS FIRE ALARM SYSTEM.
  - LOW VOLTAGE CONDUIT, WIRING AND OUTLETS IN NEW CLASSROOM BUILDING AND CONNECTION TO EXISTING CAMPUS SYSTEM.
  - BUILDING GROUND WELL AND GRADING ROADS AND CONNECTIONS.
  - SITE INSTALLATION OF TREMCO ROOFING FOR NEW MODULAR CLASSROOM BUILDING.

### SYMBOLS LIST



### VICINITY MAP



### PROJECT DATA

NUMBER OF STORIES:	ONE
BUILDINGS HEIGHT:	15'-10"
OCCUPANCY TYPE:	E
CONSTRUCTION TYPE:	V-B
SPRINKLERED:	NO
BUILDING AREA:	2,880 SF.
CAPACITY:	134 OCCUPANTS

### BUILDING CODE ANALYSIS - CBC 2016

BUILDING NAME	OCC. GROUP	CONST. TYPE	AUTO. FIRE SPRINKLER	BASIC ALLOWABLE AREA		EXTERIOR WALLS		BUILDING AREA (S.F.)		
				A <sub>1</sub> (SF)	STORIES/HEIGHT	BEARING WALLS TABLE 601	NON-BEARING WALLS TABLE 602	ACTUAL AREA	STORIES/HEIGHT	TOTAL ALLOWED
PROPOSED KINDERGARTEN BUILDING	E	VB	NO	9,500	1 / 40'	0	0	2,880	1 / 40'	9,500

NON-SEPARATED OCCUPANCIES USE MOST RESTRICTIVE

<b>MECHANICAL ENGINEER</b> BUDLONG & ASSOCIATES, INC. 315 Arden Ave, Suite 23 Glendale, CA 91203 TEL: (818) 638-8780 Email: victor@budlong.com Contact: Victor Jons	<b>ELECTRICAL ENGINEER</b> BUDLONG & ASSOCIATES, INC. 315 Arden Ave, Suite 23 Glendale, CA 91203 TEL: (818) 638-8780 Email: victor@budlong.com Contact: Victor Jons	<b>OWNER</b> OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030 TEL: (805) 385-1501
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### 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 [diagonal hatching] 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 [diagonal hatching] 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.



THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI Inc. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI Inc SHALL BE THE PROPERTY OF SCI Inc.

**SILVER CREEK INDUSTRIES, INC.**



"BUILDING FOR THE NEXT GENERATION"

**SILVER CREEK**

2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
BREKKE  
(1) 72' x 40'  
KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
FOUNDATION PLAN  
BELOW GRADE  
CONCRETE FLOOR**



ARCHITECT OF RECORD  
SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

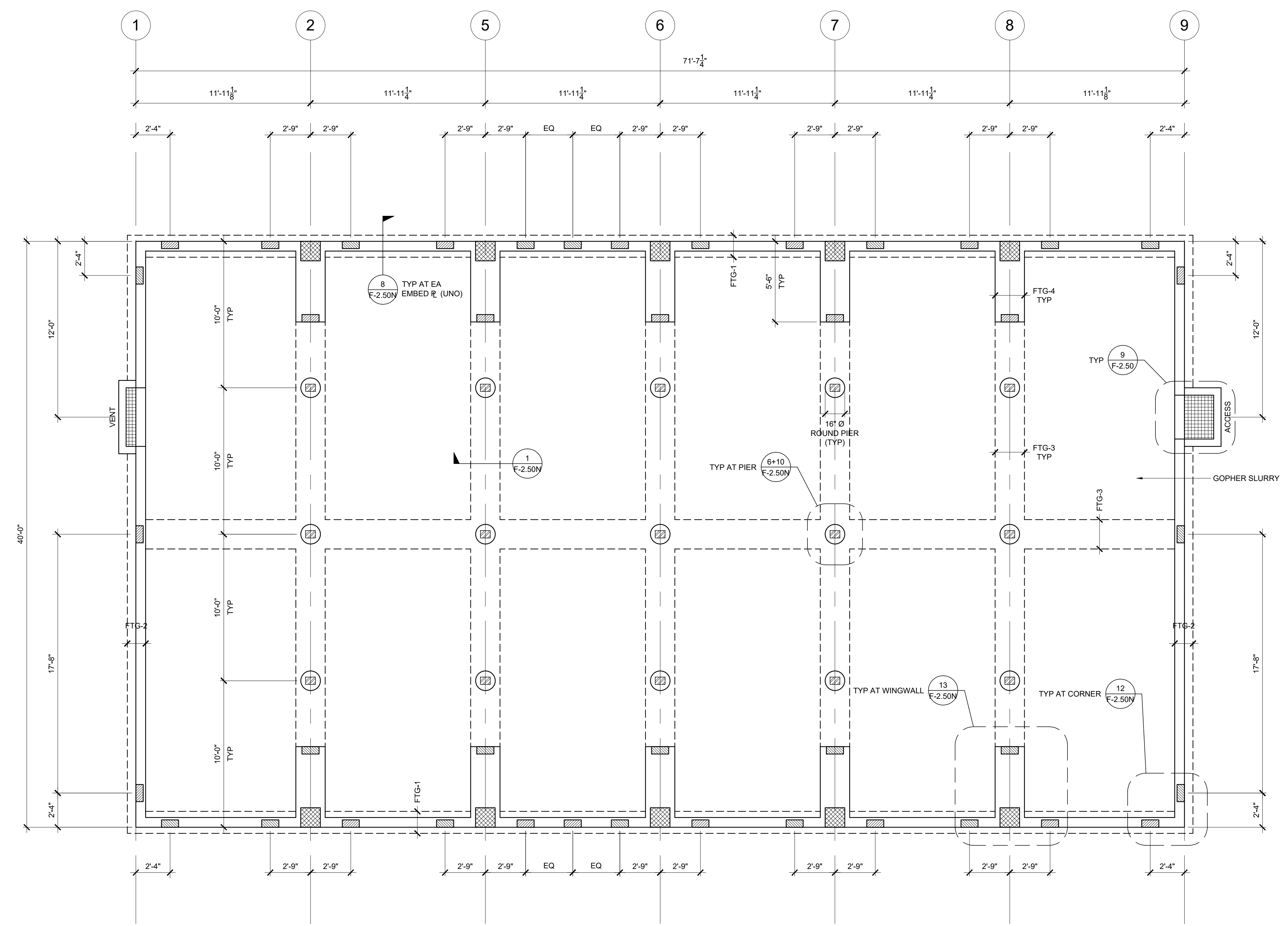
ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS


SILVER CREEK INDUSTRIES

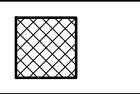

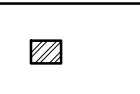
PROJECT NO:  
DRAWN BY:  
SCALE: AS NOTED  
DATE:

**F-2.11N**  
-- HIGH SEISMIC --



FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N

EMBED PLATE SCHEDULE		
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

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT. REQ'D  
\*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)

1 - 4'x8" VENT = 1.59 SF  
1 - 3'x2" ACCESS = 4.25 SF  
5.84 SF TOTAL VENTILATION (> 1.92 SF)

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UN - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSION:**

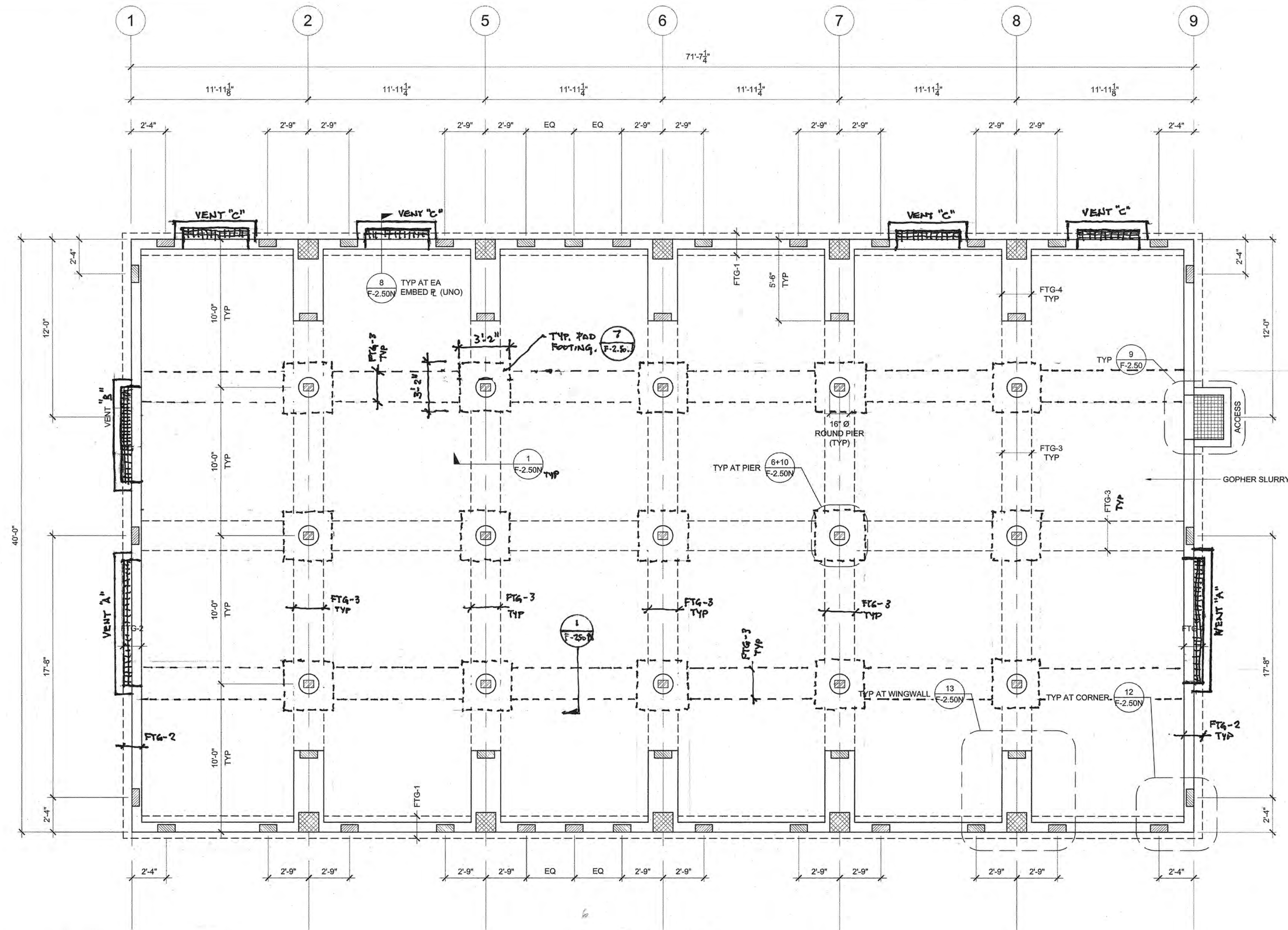
THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
- CRAWLSPACE VAPOR RETARDERS:**

THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).

**MATERIALS:**  
GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS, SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.

**INSTALLATION REQUIREMENTS:**  
OVERLAP JOINTS BY 6 INCHES. TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEMWALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.





**FOOTING SCHEDULE**

TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE x 15" DEEP w/ (4) #5 T&B	4/F-2.50N

**EMBED PLATE SCHEDULE**

TYPE	SIZE	DETAIL
[Symbol]	16"x16"x3/8" PLATE	9/F-2.50N
[Symbol]	16"x4"x3/8"x14" LONG	8/F-2.50N
[Symbol]	6"x6"x3/8" PLATE	6/F-2.50N

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 150' = 19.2 SF VENT. REQ'D  
 \*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)  
 2 - 8' x 8' VENT @ 4' = 64 SF  
 4 - 8' x 8' VENT @ 4' = 128 SF  
 1 - 3' x 2' ACCESS = 6 SF  
 192 SF TOTAL VENTILATION (19.2 SF)  
**19.75**

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

- NOTES:**
- SOIL TYPE AND FOOTINGS:**
    - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
    - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
    - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
  - CONCRETE:**
    - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
    - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UN - SEE NOTE 12 BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
    - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
    - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
  - REINFORCING STEEL:**
    - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #6 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
  - WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
  - BOLTS:** ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
  - PLATES:** ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
  - FOUNDATION OVERALL DIMENSION:** THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
  - CRAWLSPACE VAPOR RETARDERS:** THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).  
**MATERIALS:** GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.  
**INSTALLATION REQUIREMENTS:** OVERLAP JOINTS BY 6 INCHES; TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEM WALLS AND OTHER PENETRATIONS.
  - SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.

THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI INC. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI INC SHALL BE THE PROPERTY OF SCI INC.

SILVER CREEK INDUSTRIES, INC.  
 "BUILDING FOR THE NEXT GENERATION"  
**SILVER CREEK**  
 2830 BARRETT AVE, PERRIS, CALIFORNIA 92571  
 PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
 BREKKE  
 (1) 72' x 40'  
 KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
 FOUNDATION PLAN  
 BELOW GRADE  
 CONCRETE FLOOR**



ARCHITECT OF RECORD  
 SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

**IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT**  
 03 118725  
 AC / FLS / SS / EY  
 Date 03/02/19

ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS

NO.	DESCRIPTION

SILVER CREEK INDUSTRIES

PROJECT NO:  
 DRAWN BY:  
 SCALE: AS NOTED  
 DATE:

**F-2.11N**  
 -- HIGH SEISMIC --



COPY

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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 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

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

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

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

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

**SECTION 1. DEFINITIONS**

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

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of 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

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement 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



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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

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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.).

**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

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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");

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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. 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.

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

**SECTION 13. BONDING REQUIREMENTS**

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

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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.



**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

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Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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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

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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

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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 (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 25. ASSIGNMENT**

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

**SECTION 26. PROVISIONS REQUIRED BY LAW**

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

**SECTION 27. HEADINGS**

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

**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

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

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

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

**SECTION 31. SEVERABILITY**

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

**SECTION 32. ENTIRE AGREEMENT**

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

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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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

**THE DISTRICT**

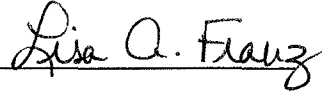
Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17



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**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Brekke Elementary School New Addition

November 1, 2017

## 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.

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### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and 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.~~

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~~E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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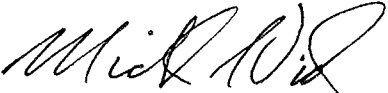
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

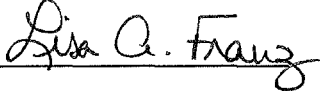
**7. Schedule for Pre-Construction Services.**

- 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.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**

By:   
Title: CEO  
Date: 11/8/2017

By: Lisa A. Franz   
Title: Director, Purchasing  
Date: 11-28-17





**COMMENTS/REMARKS**

the policy term.

COMMERCIAL GENERAL LIABILITY

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

<b>Name Of Person Or Organization:</b>
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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			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.



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**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
  - Facilities**

**SECTION D: ACTION** \_\_\_\_\_

**SECTION F: BOARD POLICIES**    1<sup>st</sup> Reading \_\_\_\_\_    2<sup>nd</sup> 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
<b>NET CHANGE</b>	<b>\$</b>	<b>14,469.40</b>
<hr/>		
Total Contingency Allocations to Date:	\$	14,469.40
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....	\$	5,530.60

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #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: \_\_\_\_\_

**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**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - McAuliffe Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/30 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$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	Type	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
<b>Subtotal:</b>				\$14,469.40
<b>Grand Total:</b>				<b>\$14,469.40</b>



**PCO #002**

**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**

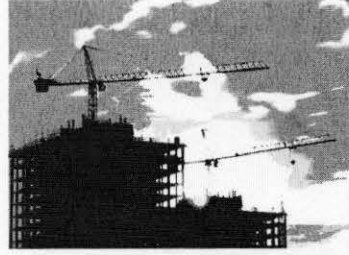
\_\_\_\_\_  
**SIGNATURE** **DATE**

\_\_\_\_\_  
**SIGNATURE** **DATE**

emailed Per w/ VIOLA  
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 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.

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

**General Contractor:**  
**Viola Constructors**  
 PO Box 5624  
 Oxnard, CA 93031

**Job:** Project 17-24  
 McAuliffe Elementary School New Addition  
 3300 W Via Marina Ave  
 Oxnard, Ca 93030

DJS Job:

<b>Description:</b>	Plan change from 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 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

## 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
<b>TOTAL LABOR</b>								<b>\$ 6,003.83</b>

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	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, fabrication and delivery	64.00	\$ 0.76	\$ 48.64
	Materials	Vent wall form material 228 sqft ( plywood, 2x4, wall ties & hardware)	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
<b>TOTAL MATERIALS</b>					<b>\$ 2,025.73</b>

## SUMMARY

	<b>TOTAL LABOR COSTS</b>		<b>\$ 6,003.83</b>
		<b>MARKUP 15.00%</b>	<b>\$ 900.57</b>
	<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>		<b>\$ 2,025.73</b>
		<b>MARKUP 15.00%</b>	<b>\$ 303.86</b>
	<b>SUBTOTAL</b>		<b>\$ 9,233.99</b>
			\$0.00
	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>9,234.00</b>



**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

\*\*\*Telebelt-110 \$135.00/hr. plus \$2.75 yard-ton\*\*\* /// \*\*\*Bobcat \$35.00 Per Hour (4 Hr. Minimum)\*\*\*

<b>20 Meter "Z"</b>	<b>28 Meter "Z"</b>	<b>31 Meter "Z"</b>	<b>36 Meter "Z"</b>	<b>38/40 Meter "Z"</b>	<b>47 Meter "Z"</b>	<b>52 Meter "Z"</b>
\$75.00/hr.- \$2.50/yd.	\$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.-\$3.00/yd.

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 oiler 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 travel 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: \_\_\_\_\_

Dave Cook

JLS Concrete Pumping, Inc.

Accepted By: \_\_\_\_\_

Don

DJS Contracting, Inc.











THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI Inc. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI Inc SHALL BE THE PROPERTY OF SCI Inc.

SILVER CREEK INDUSTRIES, INC.



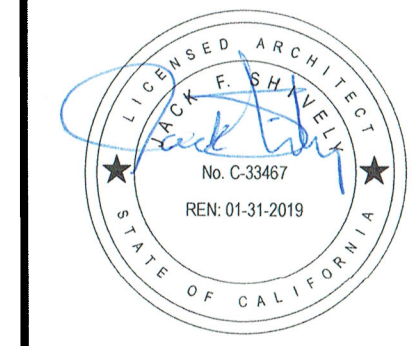
"BUILDING FOR THE NEXT GENERATION"

**SILVER CREEK**

2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
CHRISTA McAULIFFE  
(1) 72' x 40'  
KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
FOUNDATION PLAN  
BELOW GRADE  
CONCRETE FLOOR**



ARCHITECT OF RECORD  
SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

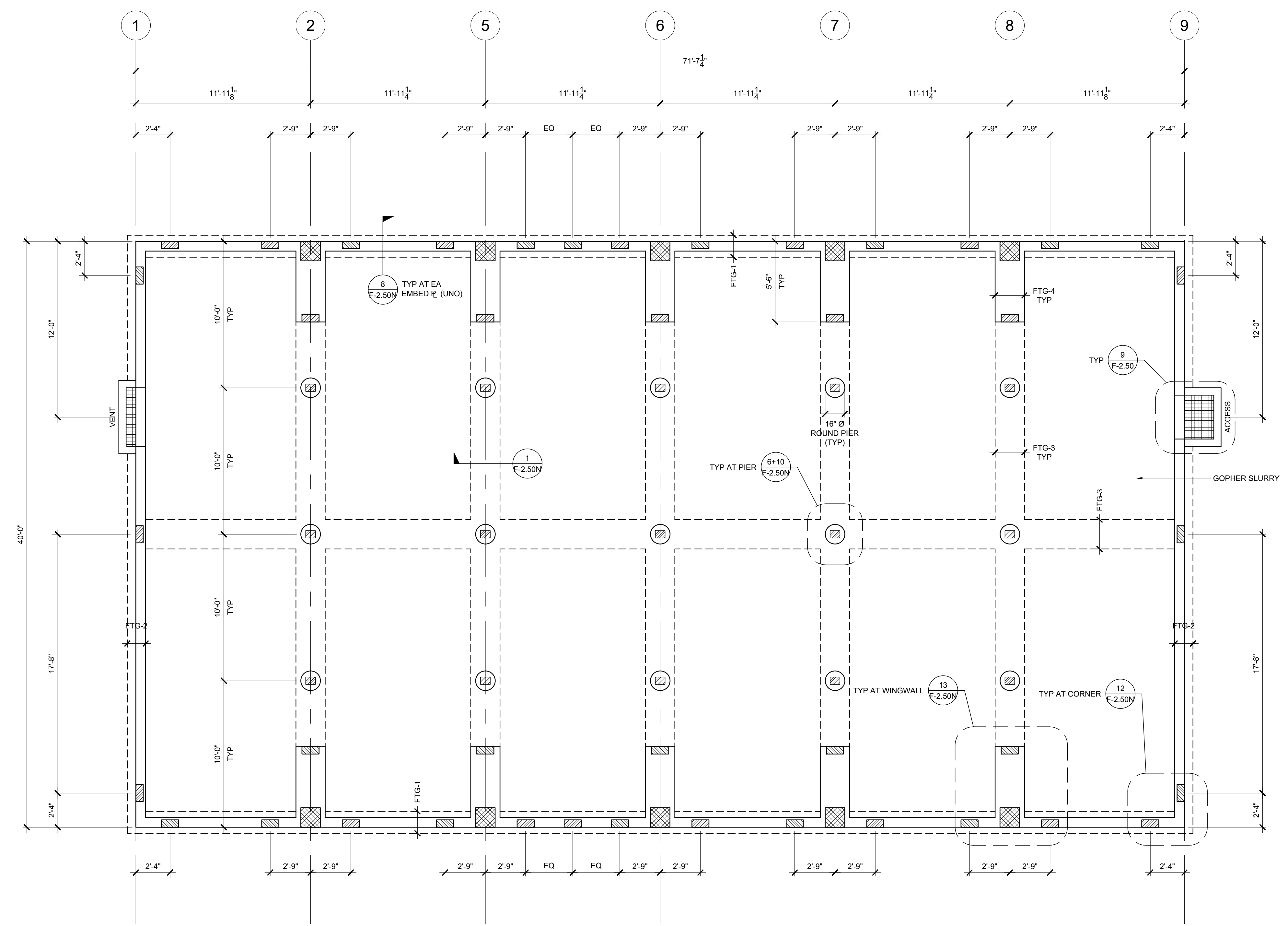
ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS


SILVER CREEK INDUSTRIES

PROJECT NO:  
DRAWN BY:  
SCALE: AS NOTED  
DATE:

**F-2.11N**  
-- HIGH SEISMIC --



FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N
EMBED PLATE SCHEDULE		
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

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT. REQ'D  
\*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)

1 - 4'x8" VENT = 1.59 SF  
1 - 3'x2" ACCESS = 4.25 SF  
5.84 SF TOTAL VENTILATION (> 1.92 SF)

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UNO - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSION:**

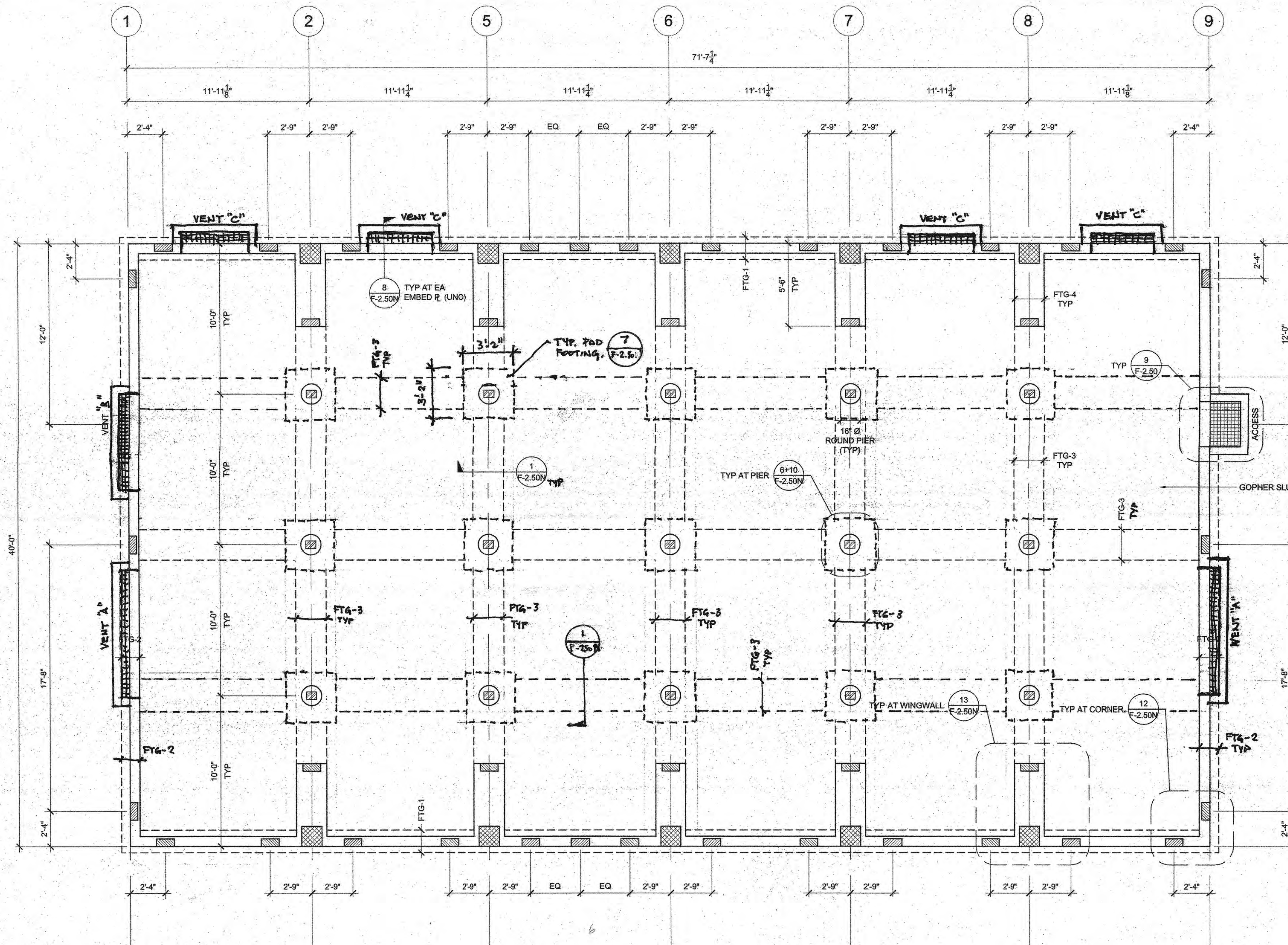
THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
- CRAWLSPACE VAPOR RETARDERS:**

THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).

**MATERIALS:**  
GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.

**INSTALLATION REQUIREMENTS:**  
OVERLAP JOINTS BY 6 INCHES. TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEMWALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.





PAD FOOTING 3'-2" SQ (S) #5 EW

FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1F-2.50N
FTG-4 (WINGWALL)	18" WIDE x 15" DEEP w/ (4) #5 T&B	4F-2.50N

EMBED PLATE SCHEDULE		
TYPE	SIZE	DETAIL
	16"x18"x3/8" PLATE	9F-2.50N
	16"x4x3x14 LONG	8F-2.50N
	6"x8"x3/8" PLATE	6F-2.50N

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 150' = 19.2 SF VENT REQ'D  
 \*PROVIDE VAPOR BARRIER (SEE 11F-2.51)  
 2.8 x 8' VENT = 22.4 SF  
 4.0 x 8' VENT = 32.0 SF  
 1.3 x 2' ACCESS = 2.6 SF  
 57.0 SF TOTAL VENTATION (22.4 + 32.0 + 2.6 SF)

19.73

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (10N - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**
  - ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**
  - ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**
  - ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSIONS:**
  - THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).
- CRAWLSPACE VAPOR RETARDERS:**
  - MATERIALS: GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.
  - INSTALLATION REQUIREMENTS: OVERLAP JOINTS BY 6 INCHES; TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEM WALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11F-2.52 FOR SOIL PREPARATION REQUIREMENTS.

THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI INC. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI INC SHALL BE THE PROPERTY OF SCI INC.

**SILVER CREEK INDUSTRIES, INC.**  
 BUILDING FOR THE NEXT GENERATION  
**SILVER CREEK**  
 2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
 PHONE: 951-945-5393 FAX: 951-945-2211

PROJECT NAME:  
**OXNARD SD MCAULIFFE (1) 72' x 40' KINDER BUILDING**

SHEET TITLE:  
**CONCRETE FOUNDATION PLAN BELOW GRADE CONCRETE FLOOR**

ARCHITECT OF RECORD  
 SUBMISSION DATE:

PROJECT SPECIFIC STATE AGENCY APPROVAL  
 IDENTIFICATION STAMP  
 DIV OF THE STATE ARCHITECT  
 03 118/32  
 ALI H.S. CROSS JR.  
 Date: APR 09 2019

ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS

SILVER CREEK INDUSTRIES

PROJECT NO:  
 DRAWN BY:  
 SCALE: AS NOTED  
 DATE:

**F-2.11N**  
 -- HIGH SEISMIC --

FOUNDATION PLAN

SCALE: 1/4" = 1'-0"



COPY

#17-212

## 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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

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

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

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

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

### **SECTION 1. DEFINITIONS**

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

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.



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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- ~~M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.~~
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of 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

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement 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

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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

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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.).

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**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

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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");

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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. 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.

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

**SECTION 13. BONDING REQUIREMENTS**

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

**SECTION 14. PAYMENTS TO CONTRACTOR**

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

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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.

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**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

## #17-212

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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

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### **SECTION 20. INDEPENDENT CONTRACTOR**

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

### **SECTION 21. ACCOUNTING RECORDS**

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters

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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**

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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

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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

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

**SECTION 25. ASSIGNMENT**

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

**SECTION 26. PROVISIONS REQUIRED BY LAW**

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

**SECTION 27. HEADINGS**

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



**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

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

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**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.

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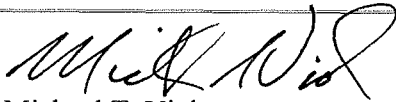
IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

**CONTRACTOR**

Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

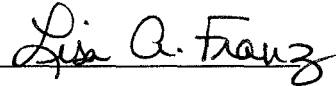
Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

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**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McAuliffe Elementary School New Addition

November 1, 2017

## 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 **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.

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### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and 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.~~

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- E. Deliverable: ~~A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- 
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.



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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.**

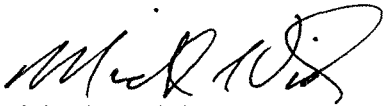
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this 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.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**

By:   
Michael T. Viola

By:   
Lisa A. Franz

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

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).


<b>PRODUCER</b> Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Debbie Irwin <b>PHONE (A/C, No. Ext):</b> (805) 585-6100 <b>FAX (A/C, No):</b> (805) 585-6200 <b>E-MAIL ADDRESS:</b> dirwin@tolmanandwiker.com															
<b>INSURED</b> Viola Inc. P. O. Box 5624 Oxnard CA 93031		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Fire Ins Co</td> <td>21121</td> </tr> <tr> <td>INSURER B: West American Ins Co</td> <td>44393</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Everest National Ins Co</td> <td>010120</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Fire Ins Co	21121	INSURER B: West American Ins Co	44393	INSURER C: RSUI Indemnity Co	22314	INSURER D: Everest National Ins Co	010120	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

**COVERAGES**      **CERTIFICATE NUMBER:** 17/18 GL/AU/XS/WC -      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA242238	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: McAuliffe Elementary School New Addition, Site Location: 3300 Via Marina Ave., Oxnard, CA 93035  
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 the policy term.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1055 South C Street Oxnard, CA 93030	<b>CANCELLATION</b>  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/DEBII 

COMMERCIAL GENERAL LIABILITY

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

<b>Name Of Person Or Organization:</b>
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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			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.



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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<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Contractor Contingency Allocation No. 001 to Construction Services Agreement #17-218 with Viola Incorporated to adjust costs for the Ritche Elementary School New Addition (Penanhoat/Fateh/CFW)**

The schedule for the Ritche 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**

**Eleven Thousand Eight Hundred Fifty-Four Dollars and Seventy-One Cents (\$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.**

<b>ORIGINAL CONTRACTOR CONTINGENCY SUM</b>	<b>\$</b>	<b>20,000.00</b>
<b>NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION</b>	<b>\$</b>	<b>0.00</b>
<b>ADJUSTED CONTINGENCY SUM</b>	<b>\$</b>	<b>20,000.00</b>
<b>NET CHANGE</b>	<b>\$</b>	<b>11,854.71</b>
<b>Total Contingency Allocations to Date:</b>	<b>\$</b>	<b>11,854.71</b>
<b>ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 001.....</b>	<b>\$</b>	<b>8,145.29</b>

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO #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*

**APPROVAL (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:** 17-26 - 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**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - Ritchen Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/30 /2018
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No		
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	\$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	Type	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
<b>Subtotal:</b>				\$11,854.71
<b>Grand Total:</b>				\$11,854.71



**PCO #002**

**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

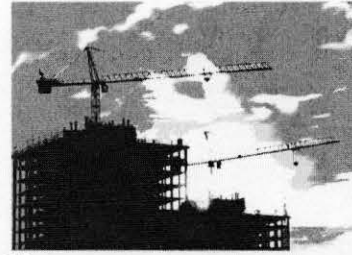
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\_\_\_\_\_  
SIGNATURE DATE

Emailed PRT w/ Viola  
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.

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

**General Contractor:**  
**Viola Constructors**  
 PO Box 5624  
 Oxnard, CA 93031

**Job:** Project 17-26  
 Ritchen Elementary School New Addition  
 3300 W Via Marina Ave  
 Oxnard, Ca 93030

DJS Job:

<b>Description:</b>	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 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

## 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
<b>TOTAL LABOR</b>								<b>\$ 4,445.10</b>

## EQUIPMENT & MATERIALS

DATE	CLASSIFICATION	DESCRIPTION	QTY	RATE	AMOUNT
	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, fabrication and delivery	45.00	\$ 0.76	\$ 34.20
	Materials	Vent wall form material 228 sqft ( plywood, 2x4, wall ties & hardware)	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
<b>TOTAL MATERIALS</b>					<b>\$ 1,517.14</b>

## SUMMARY

	<b>TOTAL LABOR COSTS</b>		<b>\$ 4,445.10</b>
		<b>MARKUP 15.00%</b>	<b>\$ 666.76</b>
	<b>TOTAL MATERIAL &amp; EQUIP. COSTS</b>		<b>\$ 1,517.14</b>
		<b>MARKUP 15.00%</b>	<b>\$ 227.57</b>
	<b>SUBTOTAL</b>		<b>\$ 6,856.57</b>
			\$0.00
	<b>CHANGE ORDER TOTAL</b>	<b>\$</b>	<b>6,857.00</b>





**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

\*\*\*Telebelt-110 \$135.00/hr. plus \$2.75 yard-ton\*\*\* /// \*\*\*Bobcat \$35.00 Per Hour (4 Hr. Minimum)\*\*\*

<b>20 Meter "Z"</b>	<b>28 Meter "Z"</b>	<b>31 Meter "Z"</b>	<b>36 Meter "Z"</b>	<b>38/40 Meter "Z"</b>	<b>47 Meter "Z"</b>	<b>52 Meter "Z"</b>
\$75.00/hr.- \$2.50/yd.	\$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.-\$3.00/yd.

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 oiler 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 travel 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: \_\_\_\_\_

Dave Cook

JLS Concrete Pumping, Inc.

Accepted By: \_\_\_\_\_

Don

DJS Contracting, Inc.

# Associated Ready Mixed Concrete Inc.

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 #:

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**

Job Description:	BREKKE ELEMNTARY SCHOOL 1400 MARTIN LUTHER KING JR DR., OXNARD		This Quotation is Firm for 60 Days	
Product Code	Product description	Est. Quantity	Price**	
66531	4000 1" NO ASH, 6.5 SK .50WC	100	\$96.00	
PLEASE SEE AB219 PREVAILING WAGE CLAUSE BELOW				
Based on 10 yrd min load				
$  \begin{array}{r}  960 \\  + 200 \\  + 50 \\  \hline  1210  \end{array}  $				
$  \begin{array}{r}  17.75 \text{ tax} \\  96.75 \\  \hline  114.50  \end{array}  $				
$  \begin{array}{r}  130.08 \text{ per yard} \\  \times 100 \\  \hline  13000.80  \end{array}  $				
$  \begin{array}{r}  13000.80 \\  + 175 \\  \hline  13175.80  \end{array}  $				
		Total Cubic Yards:	100	

**Energy Charge:** Energy surcharge of \$30.00 per load regardless of size

**Environmental:** Environmental Fee of \$20.00 per load, regardless of size.

\*\*Please Add Appropriate Sales Tax

**Dump Fees:** Dump Fees of \$15.00 per yard may apply to all returned concrete

**Escalations:** ADD \$4.00 ON 10/1/18

PRICES EXPIRE ON

4/1/2019

**AB219, Prevailing Wage, And Buyer's Duties:** Buyer must inform supplier if this is an AB219 or Prevailing Wage Job. These jobs will be charged \$200 per load, regardless of size, delivery charge. Standing time for these projects is charged at \$3.50 per minute. Order placed on this project without notification of AB219 status will result in a charge of a \$2000 administrative fee. Buyer's Duties 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.

**Standing Time:** 4 minutes per yard is allowed for each individual load for waiting and unloading at the job site. Additional time will be charged at a rate of \$2.50 per minute.

**After Normal Delivery Hours:** Concrete delivered after 3:00 PM to 6:00 PM weekdays or 8:00 AM to 3:00 PM Saturday will be charged an additional \$5.00 per CY. Concrete delivered 6:00 PM to 6:00 AM weekdays or between 3:00 PM Saturday and 6:00 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 cost changes or components of concrete.

**Temperature:** Prices above are for concrete delivered at the ambient temperature, heating or chilling is an additional itemized charge

**Plans and Specs:** This job quotation is NOT BID as per plans and specs. 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 percent per month on any and all invoices which are not paid in full on or before the last day of the month following the date of delivery. Additional charges may apply for orders cancelled or orders placed and then put on hold.

**Acceptance:** For this quote to be effective, Seller must receive Buyer's written acceptance at Seller's address listed above no later than 60 (sixty) days after the quote date, otherwise the quotation expires. NOTE: This offer is held open for less than the time provided for under California UCC Section 2205(b). Orders placed on this project constitute acceptance.

Buyer Acceptance: \_\_\_\_\_

Date: \_\_\_\_\_ Seller Acceptance: \_\_\_\_\_

\*\*orders placed on this project constitute agreement

Sales Agent: **Rino Barbagiovanni (818) 203-3025**

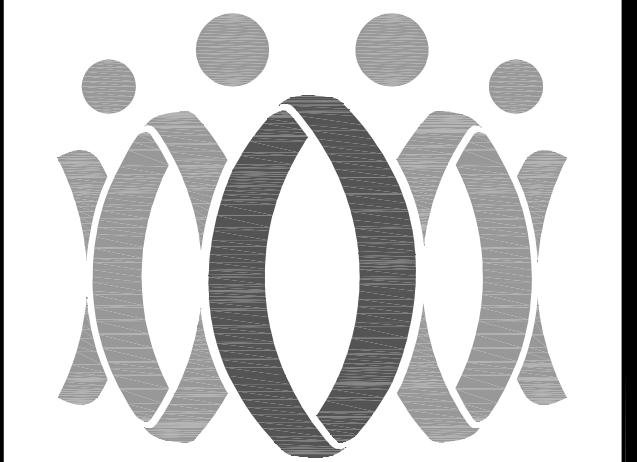


# OXNARD SCHOOL DISTRICT

# EMILIE RITCHEN ELEMENTARY SCHOOL

## KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION

### 2200 CABRILLO WAY, OXNARD CA 93030

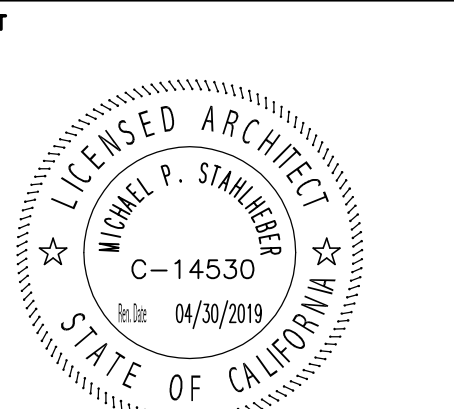


**FLEWELLING & MOODY**  
architecture planning interiors

HEADQUARTERS OFFICE:  
815 Colorado Blvd, Suite 200  
Los Angeles, CA 90041  
323.543.8300 FAX 323.543.8198  
E-Mail: fm-pasadena@flewelling-moody.com

ANTELOPE VALLEY OFFICE:  
1035 West Lancaster Boulevard  
Lancaster, California 93534  
661.949.0771 FAX 661.949.2843  
E-Mail: fm-pasadena@flewelling-moody.com

An Employee Owned Corporation



CONSULTANT

AGENCY  
FILE NO. 56-22  
IDENTIFICATION STAMP  
DIVISION OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES  
APPL. 03-118730  
AC \_\_\_\_\_ FLS \_\_\_\_\_ SS \_\_\_\_\_  
DATE \_\_\_\_\_  
PTN. 72538-102

Drawn by: \_\_\_\_\_  
Checked by: \_\_\_\_\_  
Revisions:

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

OXNARD UNIFIED SCHOOL DISTRICT  
RITCHEN ELEMENTARY SCHOOL  
KINDERGARTEN FLEX CLASSROOM BUILDING ADDITION  
2200 CABRILLO WAY, OXNARD, CALIFORNIA 93030

**TITLE SHEET**

Job No. 2781.300  
Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

**A0.01**

### GENERAL NOTES

- ALL WORK SHALL CONFORM TO TITLE 24 CALIFORNIA CODE OF REGULATIONS (CCR).
- CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR.
- A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24 CCR. A DSA CERTIFIED CLASS 3 PROJECT INSPECTOR AND RELOCATABLE BUILDING IN-PLANT (RBIP) INSPECTION IS REQUIRED FOR THIS PROJECT.
- GRADING PLANS, DRAINAGE IMPROVEMENTS, ROADS AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES. DSA CLASS 3 PROJECT INSPECTOR REQUIRED FOR THIS PROJECT.
- DRINKING FOUNTAINS SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENT REQUIREMENTS, 2016 CPC AND 2016 CBC.
- PRIOR TO BIDDING THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED CONSTRUCTION, PIPING, CONDUITS, CLEAN-OUTS, PULL-BOXES, ETC. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DISTRICT AND ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
- PRIOR TO BIDDING, CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL GRADES, ELEVATIONS, DIMENSIONS, AND CONDITIONS OF THE INSTALLATION PRIOR TO SUBMITTING BID. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING THE ABOVE INVESTIGATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THE CONTRACTOR BY MEANS OF OFFERING A BID SHALL THEREBY CERTIFY THAT THE ABOVE STATED REQUIREMENTS HAVE BEEN MET.
- THE CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION ENTRANCES ARE LOCKABLE. SECURITY OF CONSTRUCTION SITE IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY EXISTING CONDITIONS THAT ARE IN CONFLICT WITH GRADING OR NEW CONSTRUCTION, AND OBTAIN CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
- 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 WHICH A PERSON IS REQUIRED TO DESCEND. IF TRENCHES OR EXCAVATIONS 5'-0" OR MORE IN DEPTH ARE REQUIRED, OBTAIN AND PAY FOR NECESSARY PERMIT FROM THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, PRIOR TO ISSUE OF A BUILDING OR GRADING PERMIT.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK THAT OCCURS IN ANY PUBLIC RIGHT-OF-WAY AND/OR EASEMENT. THE COST OF PERMITS SHALL BE DIRECTLY REIMBURSED AT 1:1 RATE TO CONTRACTOR BY THE DISTRICT.
- 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.
- THE CONTRACTOR SHALL FURNISH AND INSTALL SIGNS READING: "CONSTRUCTION AREA, CONSTRUCTION PERSONNEL ONLY" AT ALL ENTRANCES TO THE AREA OF THE CONSTRUCTION PHASE.
- A DSA APPROVED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.

### ABBREVIATIONS

A/C	air conditioning	MC	mineral core
AC	asphalt concrete	MH	manhole
AD	area drain	MATL	material
ADMIN	administration	MAX	maximum
AL	aluminum	MED	medium
AB	anchor bolt	MCH	mechanic(al)
APX	approximate	MT	medium
ARCH	architecture, (architectural)	ML	metal
ASPH	asphalt	MIN	minimum
AUTO	automatic	MISC	miscellaneous
Ø	at	MKBO	marker board
BM	beam	N	north
BLK'G	blocking	(N)	new
BD	board	NOM	nominal
BLD'G	building	NIC	not in contract
		NTS	not to scale
C	compact	OC	on center
CAB	cabinet	OS	overflow scupper
CLN'G	ceiling	OP'G	opening
CKBD	chalkboard	OWHD	overhead
CLR	clear	OL	occupant load
CLR	clear		
CLRM	classroom	P	point
CO	clean out	PH	panic hardware
COL	column	PBB	particle board
CONC	concrete	PE	pedestal
CONSTR	construction	PL	plastic laminate
CONT	continuous, (continue)	PL	plate
CRMC	cold rolled channel	P/LWD	plywood
CT	ceramic tile	PVL	panel
CUST	custodian	PVC	polyvinyl chloride
D	door	R	radius
D/Ø	diameter	RECO	reconstruction
DEMO	demolish, (demolition)	REF	reference
DIL	detail	REG	register
DIF	diffuser	RELO	relocatable
DIM	dimension	REQ'D	required
DS	down spout	RA	return air
DWG	drawing	RD	roof drain
DF	drinking fountain	RM	room
		RN	reconstruction note
E	east	RR	rough opening
EA	each face		
EF	each way	S	south
ELEC	electrical	SG	safety glass
EL	elevation	SCHD	schedule
ELEV	elevator	SEC	section
EQ	equipment	SSK	service sink
EQ	equal	SM	similar
EXIST/(E)	existing	SF	solid core
EXT	exterior	SF	square footage
		SPEC	specification(s)
FOC	face of concrete	SS	square
FOM	face of masonry	ST	stain
FOS	face of studs	STD	standard
FIN	finish(ed)	STL	steel
FA	fire alarm	STO	storage
FE	fire extinguisher	SD	storm drain
FHMS	flathead machine screw	STR/STRUCT	structural
FHWS	flathead wood screw	SYS	system
FLR	floor		
FLD	floor drain	T&B	top & bottom
FLUR	fluorescent	T&G	tongue & groove
FRP	fiberglass resistant panel	T&B	top & bottom
FTG	footing	T&G	tongue & groove
FUR	furnish	TKBD	teakboard
FV	field verify	TEL	telephone
		TV	television
GA	gauge, (gauge)	THK	thickness
GALV	galvanized	TH	threshold
GLB	glue larn beam	THRU	through
GYP	gypsum	TOW	top of wall
		TYP	typical
H	height	UON	unless otherwise noted
HDWR	hardware	UR	urinal
HVAC	heating/ventilating air conditioning		
HC	hollow core	VERT	vertical
HM	hollow metal	VF	verify in field
HP	horsepower	VCT	vinyl composition tile
HORIZ	horizontal	VT	vinyl tile
		WSCOT	wainscot
NCL	include(d), (ing)	WC	water closet
INFOR	information	W	west
INSUL	insulat(e), (ion)	W	wire glass
INT	interior	W	with
		W/O	without
KCPL	Keene's cement plaster	WO/W	wood
		WC	Woodwork
L	length	WIC	Institute of California
LAB	laboratory		
LB	lag bolt		
LAM	laminite		
LAV	lavatory		
HB	hose bibb		

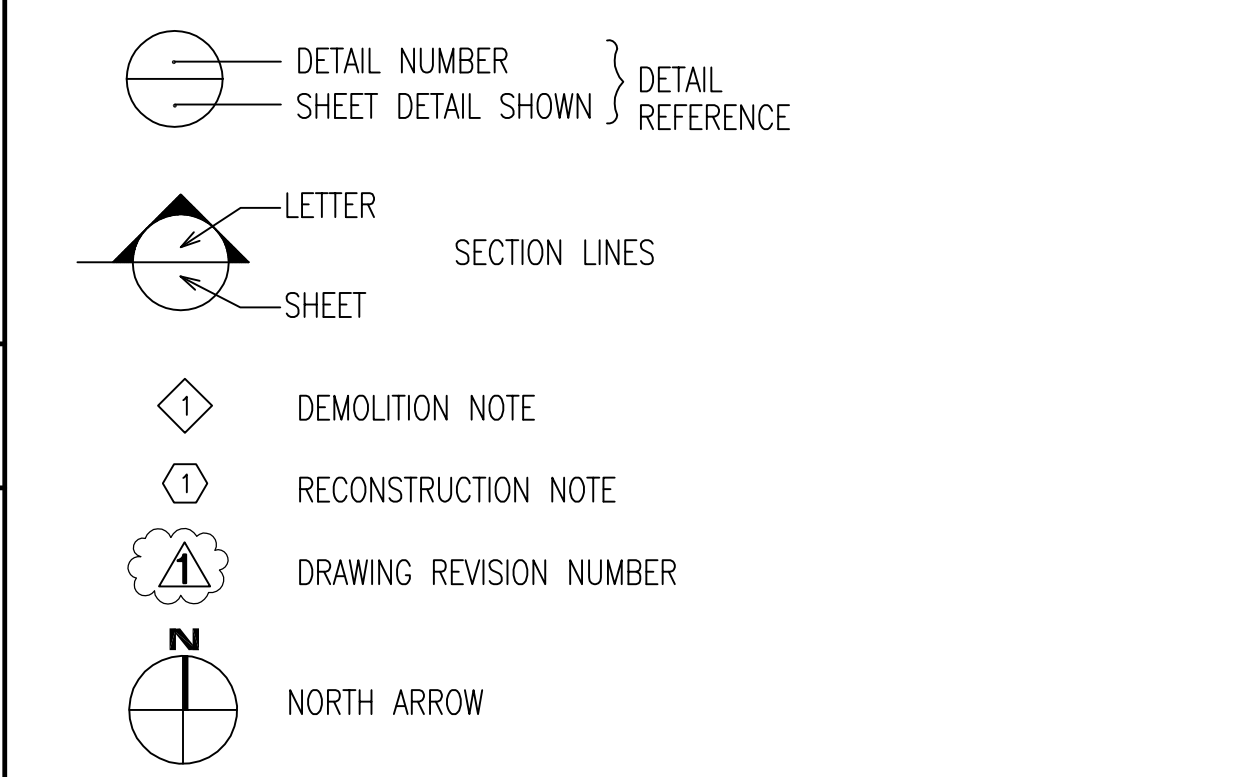
### APPLICABLE CODES

PART 1	2016 CALIFORNIA 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 OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA))
PART 4	2016 CALIFORNIA MECHANICAL CODE (CMC), TITLE 24 C.C.R. (2015 UNIFORM MECHANICAL CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)
PART 5	2016 CALIFORNIA PLUMBING CODE (CPC), TITLE 24 C.C.R. (2015 UNIFORM PLUMBING CODE OF THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, IAPMO)
PART 6	2016 CALIFORNIA ENERGY CODE, TITLE 24 C.C.R.
PART 7	VACANT
PART 8	2016 CALIFORNIA HISTORICAL BUILDING CODE, TITLE 24 C.C.R.
PART 9	2016 CALIFORNIA FIRE CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL FIRE CODE OF THE INTERNATIONAL CODE COUNCIL)
PART 10	2016 CALIFORNIA EXISTING BUILDING CODE, TITLE 24 C.C.R. (2015 INTERNATIONAL EXISTING BUILDING CODE OF THE INTERNATIONAL CODE COUNCIL, WITH AMENDMENTS)
PART 11	2016 CALIFORNIA GREEN BUILDING STANDARDS, (CALGREEN CODE) TITLE 24
PART 12	2016 CALIFORNIA REFERENCED STANDARDS CODE, TITLE 24 C.C.R.
	<b>PARTIAL LIST OF APPLICABLE STANDARDS:</b>
NFPA 13	AUTOMATIC SPRINKLER SYSTEMS (CA AMENDED) 2016 EDITION
NFPA 14	STANDPIPE SYSTEMS (CA AMENDED) 2013 EDITION
NFPA 17	DRY CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION
NFPA 17A	WET CHEMICAL EXTINGUISHING SYSTEMS 2013 EDITION
NFPA 20	STATIONARY PUMPS 2016 EDITION
NFPA 24	PRIVATE FIRE MAINS (CA AMENDED) 2016 EDITION
NFPA 72	NATIONAL FIRE ALARM CODE (CA AMENDED) 2016 EDITION
	NOTE: SEE UL STANDARD 1971 FOR "VISUAL DEVICES"
NFPA 80	FIRE DOOR AND OTHER OPENING PROTECTIVES 2016 EDITION
NFPA 253	CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS 2015 EDITION
NFPA 2001	CLEAN AGENT FIRE EXTINGUISHING SYSTEM (CALIFORNIA AMENDED) 2015 EDITION
	REFERENCE CODE SECTION FOR NFPA STANDARDS - 2016 CBC (SFM) CHAPTER 35, SEE CHAPTER 35 FOR STATE OF CALIFORNIA AMENDMENTS TO NFPA STANDARDS.
	<b>PROJECT DATA</b>
NUMBER OF STORIES:	ONE
BUILDINGS HEIGHT:	15'-10"
OCCUPANCY TYPE:	E
CONSTRUCTION TYPE:	V-B
SPRINKLERED:	NO
BUILDING AREA:	2,880 SF.
CAPACITY:	134 OCCUPANTS

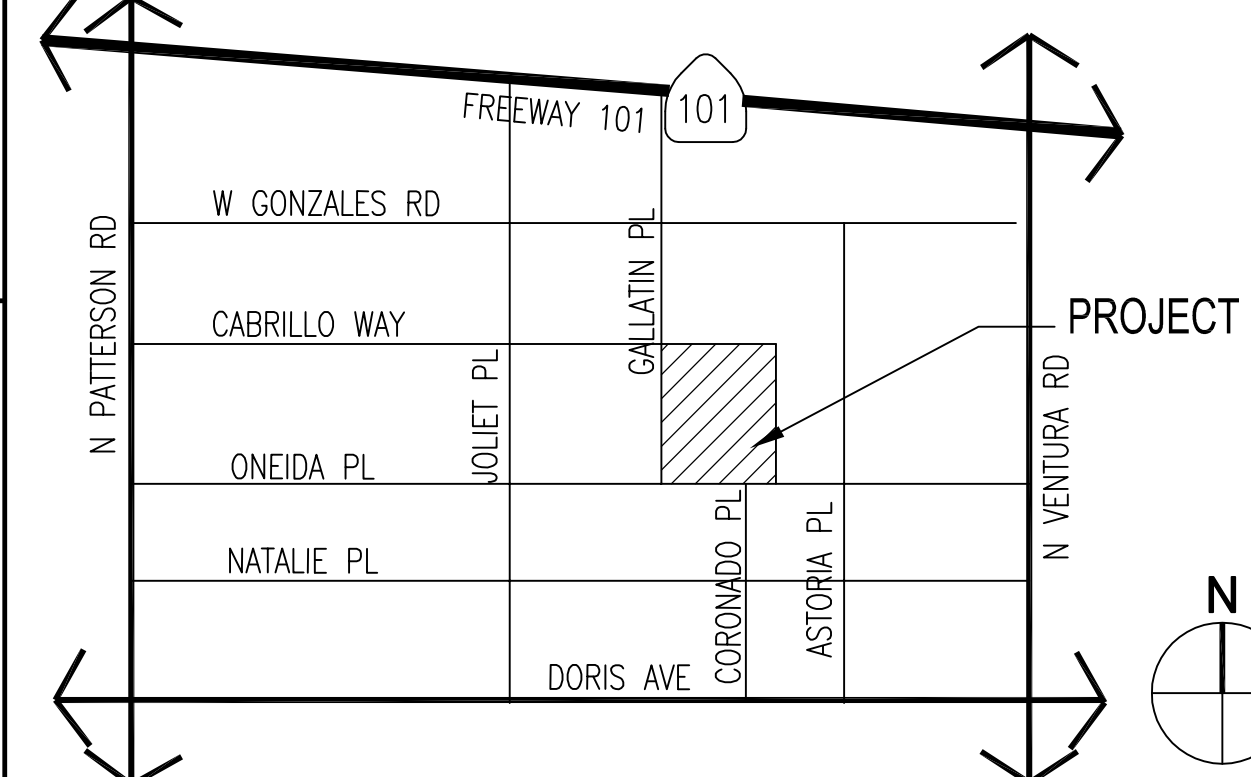
### GENERAL SCOPE OF WORK

- PROJECT CONSISTS OF:**
- NEW 40' X 72' MODULAR CLASSROOM BUILDING PLACEMENT AND INSTALLATION OF BUILDINGS BY SILVER CREEK (PC # 04-114027), CLASSROOM BUILDING CONSISTING OF TWO KINDERGARTEN CLASSROOMS, ONE STORAGE/WORK ROOM AND TWO SINGLE OCCUPANT STUDENT TOILET ROOMS.
  - ALL SITE DEMOLITION WORK AS SHOWN ON DRAWING AND AS REQUIRED FOR INSTALLATION OF NEW CLASSROOM BUILDINGS, INCLUDING REMOVING OF TREES, AND LANDSCAPES AND RE-CONNECTION AND RE-ROUTING OF IRRIGATION LINES IN AND AROUND BUILDING AREA.
  - OVER EXCAVATION AND RECOMPACTION AS PER SOILS REPORT AND SOIL ENGINEER, 82' X 50' X 6'-0" DEPTH OR 4'-0" BELOW BOTTOM OF FOOTING, WHICHEVER IS DEEPER AND RECOMPACTION TO 95% COMPACTION IN ACCORDANCE TO ASTM D1157 MAX. DRY DENSITY. OVER EXCAVATION SHALL BE EXTENDED LATERALLY TO A DISTANCE OF AT LEAST 5 FEET LATERALLY BEYOND THE OUTSIDE EDGE OF THE FOUNDATION FOOTPRINT. PROVIDE GEO-GRID REINF. PER SOILS REPORT RECOMMENDATION.
  - INSTALLATION OF ALL THE UTILITIES TO NEW BUILDING AND FINAL CONNECTION TO MODULAR BUILDING.
    - A. ELECTRICAL
    - B. WATER
    - C. SEWER
    - D. LOW VOLTAGE
    - E. FIRE WATER
    - F. FINAL CHLORINATION OF PLUMBING SYSTEM
  - SITE GRADING AND DRAINAGE AROUND BUILDING AND NEW PAVING AROUND BUILDING.
  - CONCRETE FOUNDATION, RAT SLAB, AND VENTING FOR MODULAR BUILDING AS PER MANUFACTURING FOUNDATION DRAWINGS, INCLUDING METAL GRATES.
  - INTERIOR AND EXTERIOR BUILDING SIGNAGE.
  - INSTALLATION OF BUILDING EVAC. & FIRE ALARM SYSTEM AND CONNECTION TO EXISTING CAMPUS FIRE ALARM SYSTEM.
  - LOW VOLTAGE CONDUIT, WIRING AND OUTLETS IN NEW CLASSROOM BUILDING AND CONNECTION TO EXISTING CAMPUS SYSTEM.
  - BUILDING GROUND WELL AND GROUNDING RODS AND CONNECTIONS.
  - SITE INSTALLATION OF TREMCO ROOFING FOR NEW MODULAR CLASSROOM BUILDING.

### SYMBOLS LIST



### VICINITY MAP



### BUILDING CODE ANALYSIS - CBC 2016

BUILDING NAME	OCC. GROUP	CONST. TYPE	AUTO. FIRE SPRINKLER	BASIC ALLOWABLE AREA		EXTERIOR WALLS		BUILDING AREA (S.F.)		
				A <sub>1</sub> (SF)	STORIES/HEIGHT	BEARING WALLS TABLE 601	NON-BEARING WALLS TABLE 602	ACTUAL AREA	STORIES/HEIGHT	TOTAL ALLOWED
PROPOSED KINDERGARTEN BUILDING	E	VB	NO	9,500	1 / 40'	0	0	2,880	1 / 40'	9,500

NON-SEPARATED OCCUPANCIES USE MOST RESTRICTIVE

**MECHANICAL ENGINEER**  
BUDLONG & ASSOCIATES, INC.  
315 Arden Ave, Suite 23  
Glendale, CA 91203  
TEL: (818) 638-8780  
Email: victor@budlong.com  
Contact: Victor Jons

**ELECTRICAL ENGINEER**  
BUDLONG & ASSOCIATES, INC.  
315 Arden Ave, Suite 23  
Glendale, CA 91203  
TEL: (818) 638-8780  
Email: victor@budlong.com  
Contact: Victor Jons

**OWNER**  
OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD, CA 93030  
TEL: (805) 385-1501

### STATEMENT OF GENERAL CONFORMANCE

APPLICATION NO 03-118730 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 [diagonal hatching] 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 [diagonal hatching] 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.)

Michael P. Stahlheber, AIA  
Date: April 30, 2019  
License Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_



THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI Inc. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI Inc SHALL BE THE PROPERTY OF SCI Inc.

SILVER CREEK INDUSTRIES, INC.



"BUILDING FOR THE NEXT GENERATION"

SILVER CREEK

2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
PHONE: 951-943-5393 FAX: 951-943-2211

PROJECT NAME:  
**OXNARD SD  
RITCHEN  
(1) 72' x 40'  
KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
FOUNDATION PLAN  
BELOW GRADE  
CONCRETE FLOOR**



ARCHITECT OF RECORD  
SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL

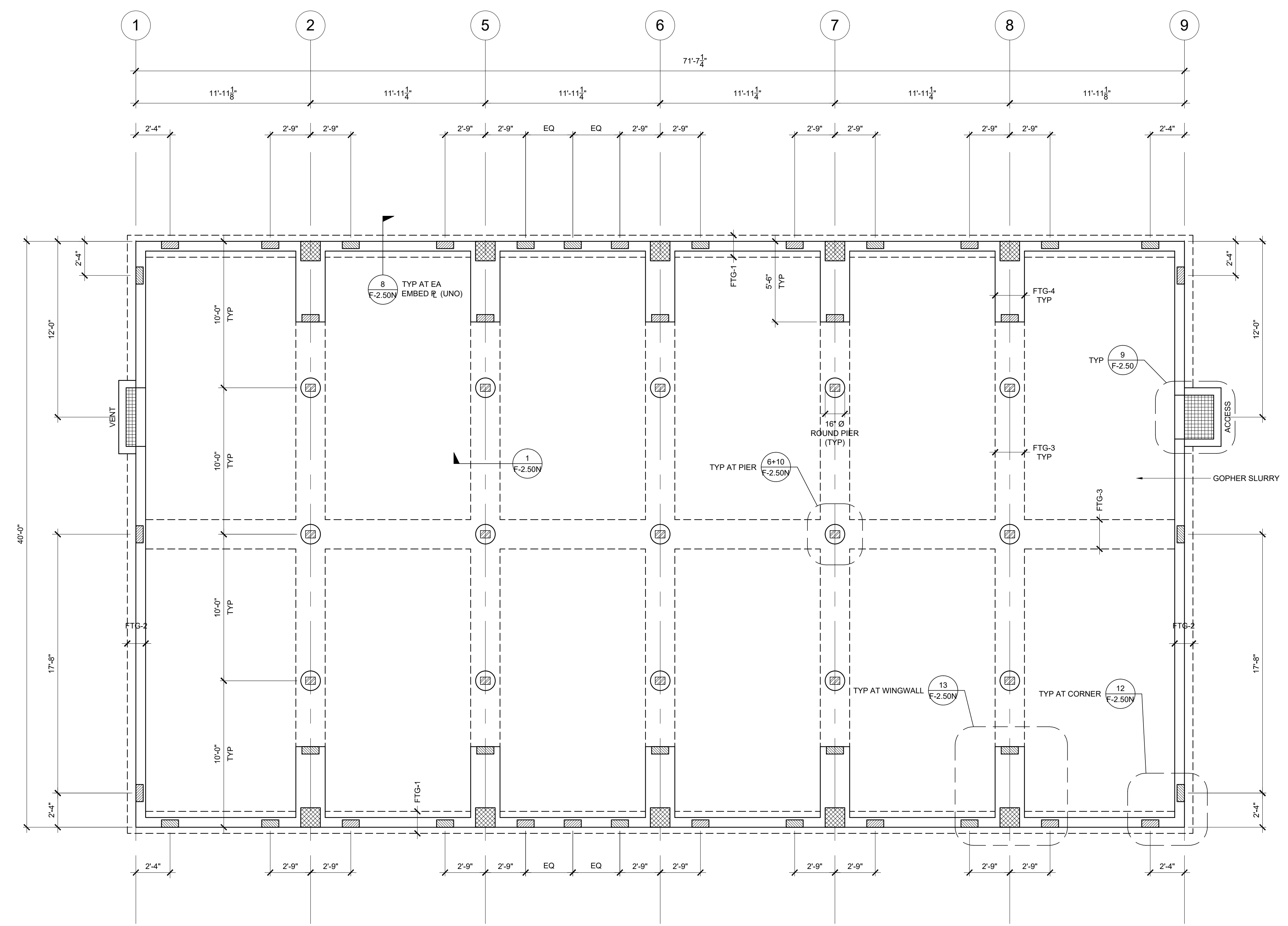
ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS


SILVER CREEK INDUSTRIES

PROJECT NO:  
DRAWN BY:  
SCALE: AS NOTED  
DATE:

**F-2.11N**  
-- HIGH SEISMIC --



FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2/F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3/F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 T&B	1/F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 T&B	4/F-2.50N
EMBED PLATE SCHEDULE		
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

**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT. REQ'D  
\*PROVIDE VAPOR BARRIER (SEE 11/F-2.51)

1 - 4'x8" VENT = 1.59 SF  
1 - 3'x2" ACCESS = 4.25 SF  
5.84 SF TOTAL VENTILATION (> 1.92 SF)

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

**NOTES:**

- SOIL TYPE AND FOOTINGS:**
  - ALL FOOTINGS SHALL EXTEND 18 INCHES MINIMUM INTO NATIVE SOIL OR APPROVED ENGINEERED FILL.
  - SOIL BEARING PRESSURE OF 1500 PSF USED FOR DESIGN.
  - FOOTINGS USING TRENCH FOR FORMING THE WIDTH SHALL BE INCREASED 1 INCH EACH SIDE.
- CONCRETE:**
  - CONCRETE PROPORTIONING, TESTING, MIXING AND PLACING SHALL CONFORM TO TITLE 24, PART 2, SECTIONS 1905A.1 THROUGH 1905A.13.
  - ALL CONCRETE SHALL BE FURNISHED BY AN ACCREDITED READY MIX PLANT WITH A DESIGN STRENGTH OF 3500 PSI (UON - SEE NOTE "E" BELOW) IN TWENTY-EIGHT (28) DAYS. BATCH PLANT INSPECTION IS REQUIRED PER TITLE 24, PART 2, SECTION 1704A.4.2
  - AGGREGATE SHALL CONFORM TO ASTM C-33. COARSE AGGREGATE SHALL BE 3/4" MAXIMUM. SLUMP SHALL BE 4" MAXIMUM.
  - ALL CEMENT SHALL CONFORM TO ASTM C-150, TYPE 1 OR TYPE 2
- REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. ALL SPLICES SHALL BE LAPPED A MINIMUM OF 48" #5 BARS AND 30" #4 BARS DIAMETERS UNLESS OTHERWISE DETAILED.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
- BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
- PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
- FOUNDATION OVERALL DIMENSION:**

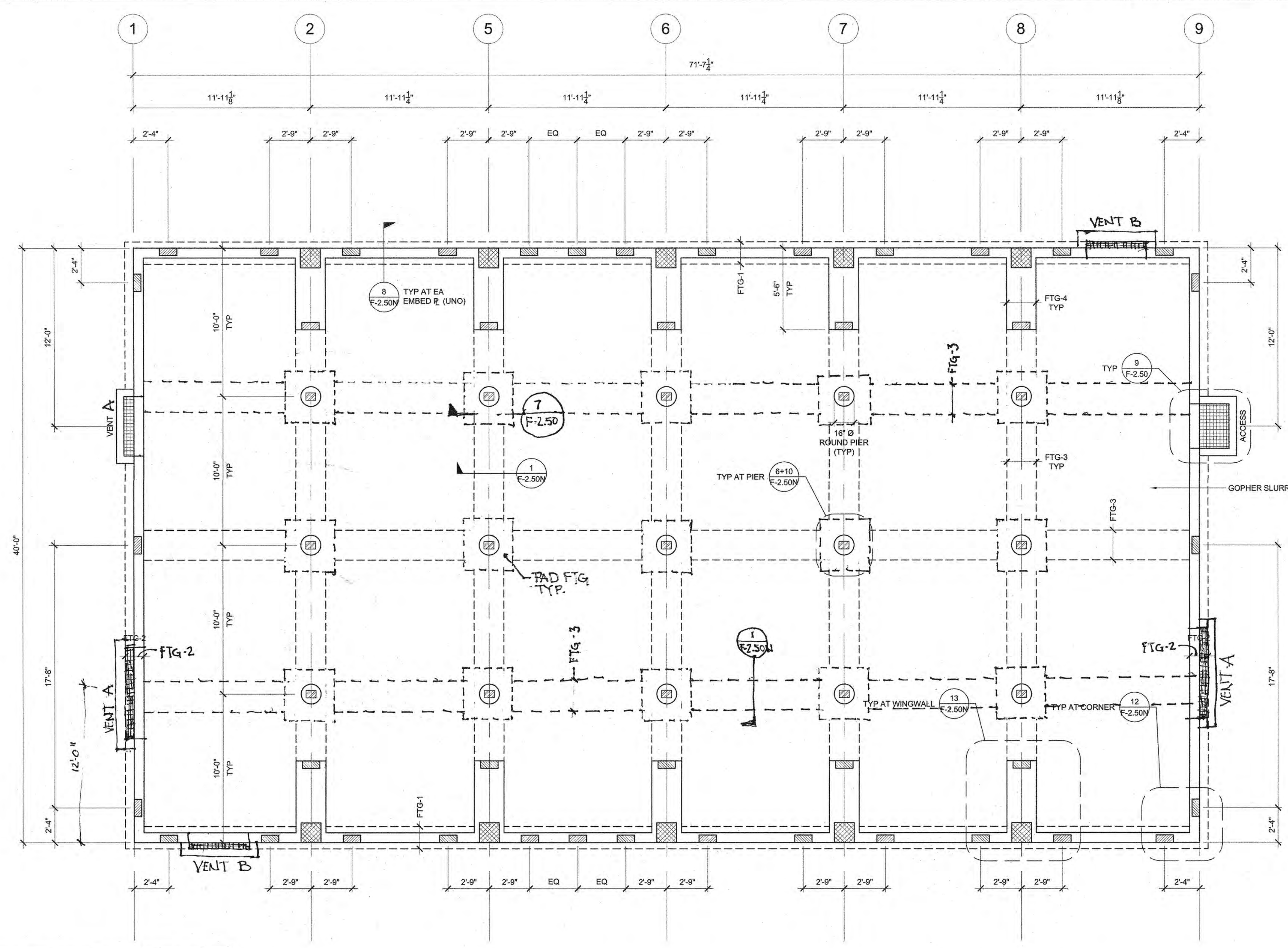
THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
- CRAWLSPACE VAPOR RETARDERS:**

THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).

**MATERIALS:**  
GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.

**INSTALLATION REQUIREMENTS:**  
OVERLAP JOINTS BY 6 INCHES. TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEMWALLS AND OTHER PENETRATIONS.
- SEE DETAIL 11/F-2.52 FOR SOIL PREPARATION REQUIREMENTS.





PAD FTG = 3'-2" SQ (3) #5 EW

FOOTING SCHEDULE		
TYPE	SIZE	DETAIL
FTG-1 (ENDWALL)	18" WIDE x 15" DEEP w/ (4) #5	2F-2.50N
FTG-2 (SIDEWALL)	18" WIDE x 15" DEEP w/ (4) #5	3F-2.50N
FTG-3 (GRADE BEAM)	18" WIDE x 15" DEEP w/ (4) #5 TAB	1F-2.50N
FTG-4 (WINGWALL)	18" WIDE w/ (4) #5 TAB	4F-2.50N

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TYPE	SIZE	DETAIL
	16"x16"x3/8" PLATE	9F-2.50N
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**VENTING CALCULATION:**

72' x 40' BUILDING: 72' x 40' = 2880 SF / 1500 = 1.92 SF VENT REQ'D  
 "PROVIDE VAPOR BARRIER (SEE 11F-2.51)  
 $3'-8" \times 8" = 4.76 \text{ SF}$   
 $2'-6" \times 8" = 4.72 \text{ SF}$   
 1'-0" ACCESS = 1.52 SF  
 7.94 SF TOTAL VENTILATION (> 1.92 SF)  
**23.75**

VENTILATION OPENINGS SHALL BE COVERED WITH WELDED STEEL GRATING WITH OPENINGS NOT MORE THAN 1/2 INCH IN DIRECTION OF TRAVEL.

- NOTES:**
- SOIL TYPE AND FOOTINGS:**
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  - WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.**
  - BOLTS:**

ANCHOR BOLTS SHALL CONFORM TO ASTM A-307, GRADE 3 FOR WELDING.
  - PLATES:**

ANCHOR PLATES SHALL CONFORM TO ASTM A-36.
  - FOUNDATION OVERALL DIMENSION:**

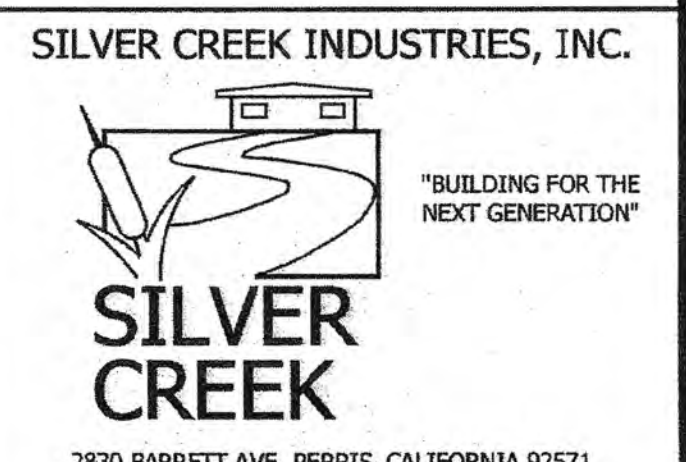
THE FOLLOWING PLAN HAS 1/4" ADDED AT EACH MODULE LINE AND 1/8" ADDED AT EACH SIDEWALL AND DOES NOT MATCH THE FLOOR PLAN. THIS IS REQUIRED FOR GROWTH EXPERIENCED WHEN SETTING MULTIPLE MODULE BUILDING.
  - CRAWLSPACE VAPOR RETARDERS:**

THE TOTAL AREA OF VENTILATION OPENINGS IS PERMITTED TO BE REDUCED TO 1/1500 FACTOR WITH AN APPROVED VAPOR RETARDER MATERIAL PER CBC SECTION 1203.3.2(2).

**MATERIALS:**  
 GROUND SURFACE COVERED WITH AN APPROVED VAPOR RETARDER MATERIAL; MUST HAVE A PERM RATING OF ONE OR LESS; SHOULD BE CONTINUOUS; POLYETHYLENE FILM (> 6 MIL.); POOL LINER (PUNCTURE RESISTANT); AND POLYETHYLENE FILM WITH GOPHER SLAB.

**INSTALLATION REQUIREMENTS:**  
 OVERLAP JOINTS BY 6 INCHES; TAPE OR SEAL ALL JOINTS; EXTEND VAPOR RETARDER A MINIMUM OF 6 INCHES UP THE STEM WALL; SEAL TO ALL PIERS, STEM WALLS AND OTHER PENETRATIONS.
  - SEE DETAIL 11F-2.52 FOR SOIL PREPARATION REQUIREMENTS.**

THESE DRAWINGS AND ALL MATERIAL CONTAINED HEREIN ARE 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 THE MAKING OF DRAWINGS, PRINTS, APPARATUS OR PARTS THEREOF WITHOUT THE FULL KNOWLEDGE AND WRITTEN CONSENT OF SCI INC. ALL PATENTABLE MATERIAL CONTAINED HEREIN AND ORIGINATING WITH SCI INC SHALL BE THE PROPERTY OF SCI INC.



2830 BARRETT AVE. PERRIS, CALIFORNIA 92571  
 PHONE: 951-943-5393 FAX: 951-945-2211

PROJECT NAME:  
**OXNARD SD  
 RITCHEN  
 (1) 72' x 40'  
 KINDER BUILDING**

SHEET TITLE:  
**CONCRETE  
 FOUNDATION PLAN  
 BELOW GRADE  
 CONCRETE FLOOR**



ARCHITECT OF RECORD  
 SUBMISSION DATE

PROJECT SPECIFIC STATE AGENCY APPROVAL  
 IDENTIFICATION STAMP  
 DIV. OF THE STATE ARCHITECT  
 03110730  
 ACW FLS / SS PM  
 Date APR 09 2018

ORIGINAL PC STATE AGENCY APPROVAL

REVISIONS	

SILVER CREEK INDUSTRIES  
 PROJECT NO:  
 DRAWN BY:  
 SCALE: AS NOTED  
 DATE:

**F-2.11N**  
 -- HIGH SEISMIC --

FOUNDATION PLAN

SCALE: 1/4" = 1'-0" 1



COPY

#17-218

**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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

**#17-218**

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

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

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

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

**SECTION 1. DEFINITIONS**

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



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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services**. The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site**. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- 
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement 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

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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.

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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 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.).

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**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

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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");



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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. 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.

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

**SECTION 13. BONDING REQUIREMENTS**

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

**SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- 
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in 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.

**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

## #17-218

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

## #17-218

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

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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



**#17-218**

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

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

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**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.

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**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.

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

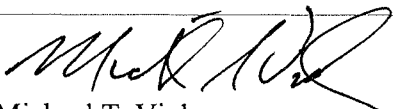
**CONTRACTOR**

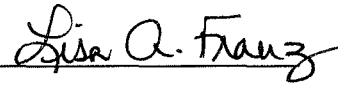
Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

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By:   
Michael T. Viola  
Title: CEO  
Date: 11/8/2017

By: Lisa A. Franz   
Lisa A. Franz  
Title: Director, Purchasing  
Date: 11-28-17

#17-218

**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

#17-218

## EXHIBIT B

### Oxnard School District – Ritche 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.

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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.

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**2. Professional Constructability Review**

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- 
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and 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.~~



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E. ~~Deliverable:~~ A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- 
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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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.**

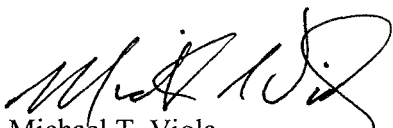
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

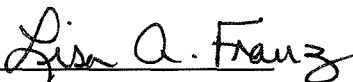
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

**Viola Inc.:**

**OXNARD SCHOOL DISTRICT,  
a California school district:**

By:   
Michael T. Viola

By:   
Lisa A. Franz

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17



COMMERCIAL GENERAL LIABILITY

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 "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			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.



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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 \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
X Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies \_\_\_\_\_ 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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

<b>Project No.:</b>  <b>FC-P18-04817</b>
--

**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. **\*1<sup>st</sup> invoice to cover the period of June 25, 2018 through June 30, 2018. 2<sup>nd</sup> 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 One Hundred 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 One Hundred Dollars (\$100.00) 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:

- |                                       |  |  |
|---------------------------------------|--|--|
| <u>  X  </u> Scope of Work            | <u>  X  </u> Subcontractor List                          | <u>  X  </u> Performance/Payment Bonds             |
| <u>  X  </u> Specifications           | <u>  X  </u> Certificates/Liability Insurance            | <u>  X  </u> Purchase Order No. <u>P18-04817</u>   |
| <u>  X  </u> Drawings                 | <u>  X  </u> Certificates/Workers Compensation Insurance | <u>  X  </u> Proposal dated <u>5/14/18</u>         |
| <u>      </u> Supplemental Conditions |  | <u>  X  </u> Other <u>PWC-100 DIR Registration</u> |

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public 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. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

**FOR DISTRICT USE ONLY**

Project Manager <u>Orlando De Leon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance One-Time Funds</u>

## GENERAL CONDITIONS

1. **WORK: The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.**
2. **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.
3. **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 workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR: Contractor's 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 fault 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 price as determined by this agreement.
5. **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 with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement.** Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, **failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work** under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
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 discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor 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 forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all **subcontractors' compliance with** their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and **available for inspection during business hours at Contractor's, or subcontractor's principal** place of business.
14. **HEALTH AND SAFETY:**
  - a. **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 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 safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled 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 stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication: standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect 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 warning 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 his/her discretion: to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall **restore, 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.
19. **HOLD HARMLESS:** 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 claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. **Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.**
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than **\$500,000** and on account 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 damage to or construction of any property, to the extent of not less than **\$500,000** for each accident and **\$500,000** aggregate.
  - 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 and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as **Contractor's bonds**.
22. **WORKERS:**
  - a. 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.
  - b. 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 engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains 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 agrees 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 subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits 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 specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or **they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name** or names in the specifications. Any **product meeting this specified standards in the District's judgment will qualify as a substitute** for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, **the District's research has indicated** that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is **issued. All requests to substitute must be in writing directed to the District's Director of Facilities.** Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. **Contractor shall not submit a claim for an adjustment of the contract price** which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, **deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions** that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the Parties, 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 sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.**
38. **CONFLICT:** 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 terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary 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.
40. **KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
41. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



**CONTRACTOR BID PROPOSAL**

**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:**

\_\_\_\_\_ x \_\_\_\_\_  
 Date GC Name GC Signature

**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  
\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

## 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: 06/06/18

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  
\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

## **Resolution #17-44 – School Bus CNG Tank Replacement Grant Program (Penanhoat/Briscoe)**

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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 6<sup>th</sup> 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** \_\_\_\_\_
- A-1. Preliminary** \_\_\_\_\_  
**A-II. Reports** \_\_\_\_\_  
**B. Hearings** \_\_\_\_\_  
**C. Consent Agenda** \_\_\_\_\_
- Agreement Category:**  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
 **Support Services**  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items** \_\_\_\_\_  
**F. Board Policies 1<sup>st</sup> Reading** \_\_\_\_\_ **2<sup>nd</sup> Reading** \_\_\_\_\_

**Approval of Amendment #2 to Agreement #17-34 – American Logistics Company, LLC (Penanhoat/Briscoe)**

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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-to-school 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:**

  
Signature

Craig Rockett, CEO  
Typed Name/Title

3/12/18  
Date

**OXNARD SCHOOL DISTRICT:**

  
Signature

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

4-2-18  
Date

## 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 contendere 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: Lisa A. Franz

Date: 6-22-17

**CONTRACTOR**

By: Craig Puckett

Title: President

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## 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
<b>Additional Fees** (as needed/requested):</b>	
Wheelchair Fee (per student)	\$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:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at School A
  - 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:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at Home A
  - 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\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.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:

- i. District A has two students who routed together cost the district \$65 (Trip 1)
- ii. 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.):

##### o 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.  $44.83\% \times \$95 = \$42.59$

3. **District A’s Prorated Cost = \$42.59**

a. District A’s Savings = \$22.41

ii. District B's Percent Responsibility = Trip B/(Trip A + Trip B)

1.  $\$80/(\$65 + \$80)$

a.  $\$80/\$145 = 55.17\%$

2.  $55.17\% \times \$95 = \$52.41$

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.

(Please complete this form and return as soon as possible)

**To whom should contract notices be sent?**

Name & Title: Lisa A. Franz, Director of Purchasing

Address: 1051 South A Street

City: Oxnard State: CA Zip: 93030

Email: lfranz@oxnardsd.org Fax: 805-240-7582

**Who should our accounting personnel contact regarding accounts payable matters?**

Name & Title: Kathy Houchen, Accountant/Internal Auditor

Email: kbeasley@oxnardsd.org

Phone: 805-385-1501, Ext. 2457 Fax: 805-483-7226

**Who should our dispatchers contact regarding routine transportation matters?**

Name & Title: Transportation Staff

Email: transportation@oxnardsd.org

Phone: 805-385-1519 Fax: 805-486-2494

**Who should our dispatchers contact regarding emergencies, accidents or student behavior?**

Name & Title: Transportation Staff  Emergencies  Accidents  Behavior

Email: transportation@oxnardsd.org

Phone: 805-385-1519 Fax: 805-486-2494

**Who should we email the No-Show Report to each 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-I: 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 \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH CSEA (Penanhoat)**

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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 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 Association (CSEA), Chapter 272

The proposed agreement covers the period:  
 Beginning: July 1, 2017  
 Ending: June 30, 2018

Employee Type:  
 Certificated: \_\_\_\_\_  
 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:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2017-18	Year 2 2018-19	Year 3 2019-20
1. Salary Schedule - Increase/(Decrease)	\$ 29,854,009	\$ 298,540 1.00%	\$ 298,540 1.00%	\$ 298,540 1.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ 0 0.00%	\$ 0 0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 7,677,854	\$ 76,779 1.00%	\$ 84,448 1.10%	\$ 92,509 1.20%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 3,661,484	\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 41,193,347	\$ 375,319 0.91%	\$ 382,988 0.93%	\$ 391,049 0.95%
7. Total Number (FTE) of Represented Employees	# 827	# 827	# 827	# 827
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 49,811	\$ 454 0.91%	\$ 463 0.93%	\$ 473 0.95%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 9,999	\$ 9,999 0.00%	\$ 9,999 0.00%	# 9,999 0.00%
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: 1% increase on salary schedule

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Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**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

**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 future 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



Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

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)	\$	222,151,698
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)	\$	6,664,551

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,657,139
b.	General Fund Budgeted <u>Unrestricted</u> 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?

Yes

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)

5/7/2018

\_\_\_\_\_  
Date



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)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271			35,178,271
<b>TOTAL REVENUES</b>	<b>197,212,769</b>	<b>0</b>	<b>0</b>	<b>197,212,769</b>
<b>EXPENDITURES</b>				
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		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			2,459,613
<b>TOTAL EXPENDITURES</b>	<b>221,529,296</b>	<b>375,319</b>	<b>0</b>	<b>221,904,615</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(24,316,527)</b>	<b>(375,319)</b>	<b>0</b>	<b>(24,691,846)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	3,300,000			3,300,000
<b>OTHER USES AND TRANSFERS OUT</b>	247,083			247,083
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(21,263,610)</b>	<b>(375,319)</b>	<b>0</b>	<b>(21,638,929)</b>
<b>BEGINNING BALANCE</b>	40,755,308			40,755,308
<b>CURRENT YEAR ENDING BALANCE</b>	<b>19,491,698</b>	<b>(375,319)</b>	<b>0</b>	<b>19,116,379</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
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: \_\_\_\_\_

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**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6,2018

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: 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<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**DISCLOSURE OF COLLECTIVE 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 covers the period:  
 Beginning: July 1, 2017  
 Ending: June 30, 2018

Employee Type:  
 Certificated: X  
 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:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2017-18	Year 2 2018-19	Year 3 2019-20
1. Salary Schedule - Increase/(Decrease)	\$ 9,062,432	\$ 90,624 1.00%	\$ 90,624 1.00%	\$ 90,624 1.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ 0 0.00%	\$ 0 0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,823,365	\$ 18,242 1.00%	\$ 20,065 1.10%	\$ 21,930 1.20%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ 0 #DIV/0!	\$ 0 #DIV/0!
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,885,797	\$ 108,866 1.00%	\$ 110,689 1.02%	\$ 112,554 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)	\$ 13,163	\$ 132 1.00%	\$ 134 1.02%	\$ 136 1.03%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 0	\$ 0	\$ 0	# 0
<input type="checkbox"/> Actual <input type="checkbox"/> Capped		#DIV/0!	#DIV/0!	#DIV/0!

Please include comments and explanations as necessary: 1% increase on salary schedule

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Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**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

**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 future 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 (Line 1 times Line 2 or \$66,000 for a district with less than 1,001 ADA)	\$	6,656,557

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,649,145
b.	General Fund Budgeted <u>Unrestricted</u> 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?

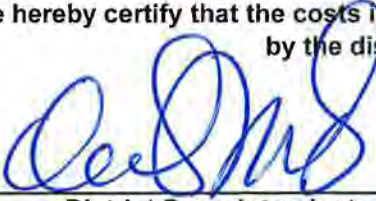
Yes

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)

\_\_\_\_\_  
 5-9-18  
 Date

  
 \_\_\_\_\_  
 District Chief Business Official  
 (Signature)

\_\_\_\_\_  
 5/9/2018  
 Date



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)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271			35,178,271
<b>TOTAL REVENUES</b>	<b>197,212,769</b>	<b>0</b>	<b>0</b>	<b>197,212,769</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	88,570,997	90,624		88,661,621
2000 Classified Salaries	31,706,199	-		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
<b>TOTAL EXPENDITURES</b>	<b>221,529,296</b>	<b>108,866</b>	<b>0</b>	<b>221,638,162</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(24,316,527)</b>	<b>(108,866)</b>	<b>0</b>	<b>(24,425,393)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	3,300,000			3,300,000
<b>OTHER USES AND TRANSFERS OUT</b>	247,083			247,083
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(21,263,610)</b>	<b>(108,866)</b>	<b>0</b>	<b>(21,372,476)</b>
<b>BEGINNING BALANCE</b>	40,755,308			40,755,308
<b>CURRENT YEAR ENDING BALANCE</b>	<b>19,491,698</b>	<b>(108,866)</b>	<b>0</b>	<b>19,382,832</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
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	3,266		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:

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**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6, 2018

- STUDY SESSION \_\_\_\_\_
- CLOSED SESSION \_\_\_\_\_
- SECTION A-I: 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<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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 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 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 covers the period:  
 Beginning: July 1, 2017  
 Ending: June 30, 2018

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: 16-May-18

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2017-18	Year 2 2018-19	Year 3 2019-20
1. Salary Schedule - Increase/(Decrease)	\$ 62,058,616	\$ 620,586 1.00%	\$ 620,586 1.00%	\$ 620,586 1.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 11,429,335	\$ 114,293 1.00%	\$ 125,774 1.10%	\$ 137,274 1.20%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 10,760,716	\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 84,248,667	\$ 734,879 0.87%	\$ 746,360 0.89%	\$ 757,860 0.90%
7. Total Number (FTE) of Represented Employees	# 801	# 801	# 801	# 801
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 105,179	\$ 917 0.87%	\$ 932 0.89%	\$ 946 0.90%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 261	\$ 264 1.00%	\$ 264 1.09%	\$ 264 1.09%
-Maximum Daily Rate	\$ 555	\$ 561 1.00%	\$ 561 1.00%	\$ 561 1.00%
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 13,219	\$ 13,219 0.00%	\$ 13,219 0.00%	# %
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: 1% increase on salary schedule

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**Disclosure of Collective Bargaining Agreement**  
**School District: Oxnard School District**

**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 future 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

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

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 (Line 1 times Line 2 or \$66,000 for a district with less than 1,001 ADA)	\$	6,675,338

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,675,338
b. General Fund Budgeted <u>Unrestricted</u> 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?

Yes

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)

5/7/2018

\_\_\_\_\_  
Date

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)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271			35,178,271
<b>TOTAL REVENUES</b>	<b>197,212,769</b>	<b>0</b>	<b>0</b>	<b>197,212,769</b>
<b>EXPENDITURES</b>				
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			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
<b>TOTAL EXPENDITURES</b>	<b>221,529,296</b>	<b>734,879</b>	<b>0</b>	<b>222,264,175</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(24,316,527)</b>	<b>(734,879)</b>	<b>0</b>	<b>(25,051,406)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	3,300,000			3,300,000
<b>OTHER USES AND TRANSFERS OUT</b>	247,083			247,083
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(21,263,610)</b>	<b>(734,879)</b>	<b>0</b>	<b>(21,998,489)</b>
<b>BEGINNING BALANCE</b>	40,755,308			40,755,308
<b>CURRENT YEAR ENDING BALANCE</b>	<b>19,491,698</b>	<b>(734,879)</b>	<b>0</b>	<b>18,756,819</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
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:

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## BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: June 6, 2018

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: 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<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

### DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH OSSA (Penanhoat)

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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 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 covers the period:  
 Beginning: July 1, 2017  
 Ending: June 30, 2018

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: May 16, 2018

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2017-18	Year 2 2018-19	Year 3 2019-20
1. Salary Schedule - Increase/(Decrease)	\$ 8,551,031	\$ 85,510 1.00%	\$ 85,510 1.00%	\$ 85,510 1.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ 0 0.00%	\$ 0 0.00%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,574,843	\$ 15,748 1.00%	\$ 17,330 1.10%	\$ 18,912 1.20%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ 0 #DIV/0!	\$ 0 #DIV/0!
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,125,874	\$ 101,258 1.00%	\$ 102,841 1.02%	\$ 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%	\$ 124 1.02%	\$ 126 1.03%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 0	\$ 0 #DIV/0!	\$ 0 #DIV/0!	# 0 #DIV/0!
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: 1% increase on salary schedule

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**Disclosure of Collective Bargaining Agreement**

School District: Oxnard School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

none

**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

**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 future 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



Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

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 <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	6,648,917
b.	General Fund Budgeted <u>Unrestricted</u> 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?

Yes

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)

5-9-18

\_\_\_\_\_  
Date



\_\_\_\_\_  
District Chief Business Official  
(Signature)

5/9/18

\_\_\_\_\_  
Date

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)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	162,034,498			162,034,498
Remaining Revenues (8100-8799)	35,178,271			35,178,271
<b>TOTAL REVENUES</b>	<b>197,212,769</b>	<b>0</b>	<b>0</b>	<b>197,212,769</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	88,570,997	85,510		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
<b>TOTAL EXPENDITURES</b>	<b>221,529,296</b>	<b>101,259</b>	<b>0</b>	<b>221,630,555</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(24,316,527)</b>	<b>(101,259)</b>	<b>0</b>	<b>(24,417,786)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	3,300,000			3,300,000
<b>OTHER USES AND TRANSFERS OUT</b>	247,083			247,083
<b>*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(21,263,610)</b>	<b>(101,259)</b>	<b>0</b>	<b>(21,364,869)</b>
<b>BEGINNING BALANCE</b>	40,755,308			40,755,308
<b>CURRENT YEAR ENDING BALANCE</b>	<b>19,491,698</b>	<b>(101,259)</b>	<b>0</b>	<b>19,390,439</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
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:** 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:**  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
 X  Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items** \_\_\_\_\_  
**F. Board Policies**      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Amendment #1 to Agreement #17-107 – STAR of CA, ERA ED  
(Freeman/Sugden)**

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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:**

By: \_\_\_\_\_  
Doug Moes, President

Date: \_\_\_\_\_

**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 23<sup>rd</sup> day of August 2017, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED) located 4880 Market St, Ventura CA 93003, 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 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.

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  
(Name)

Director of Pupil Services  
(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 \$500,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$ 52.04 per hour for 1 to 1 behavioral support to students, \$ 102.03 per hour for behavioral consultation and supervision services, \$330.00 for 2 hours workshops, and \$660 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

OXNARD SCHOOL DISTRICT  
OF VENTURA COUNTY

  
\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing

8-25-17  
\_\_\_\_\_  
Date

STAR of CA, ERA ED, VENTURA CA

  
\_\_\_\_\_  
Dr. Doug Moes, President, CEO

7-31-17  
\_\_\_\_\_  
Date



**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

Coverage Part, Paragraph 3.a. is deleted in its entirety 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



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.

- h. **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.
- i. **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;
    - (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.
- j. **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
- l. **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.

**m. 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**



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   X

Agreement Category:

- X   Academic
- \_\_\_\_\_ Enrichment
- \_\_\_\_\_ Special Education
- \_\_\_\_\_ Support Services
- \_\_\_\_\_ Personnel
- \_\_\_\_\_ Legal
- \_\_\_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Participant to Attend Out of State Spelling Bee – San Antonio, Texas  
(Freeman/DeGenna)**

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On April 21, 2018, Rio School District hosted the the 3<sup>rd</sup> 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 \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-1: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA   X   \_\_\_\_\_

Agreement Category:

\_\_\_\_\_ Academic

  X   Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

\_\_\_\_\_ Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION E: APPROVAL OF MINUTES \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>ST</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**TITLE:** Out of State Conference, 21<sup>st</sup> Annual Safe and Civil Schools National Conference in Portland, Oregon (Freeman/Ridge)

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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 21<sup>st</sup> 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 social-emotional 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:

<u>SCHOOL/SITE</u>	<u>STAFF</u>	<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	Mary Elisondo	Principal
Driffill	Carol Flores-Beck	Principal
TBD		
TBD		
TBD		

**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
- \$ 2,880 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

# General Information

[SCS Home](#)

[Conference Home](#)

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[General Information](#)

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[Presenters](#)

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## Conference Sessions

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 cardio equipment, free weights, treadmills, stationary bikes, indoor saltwater pool, and whirlpool.



## 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

## Professional Development Credit

We are pleased to offer professional development credit through Brandman University. To determine whether these credits are acceptable, please check with your school or district.

To receive credit through Brandman for *Safe & Civil Schools* workshops, you must register for course EDIU 9007, *Digging Deeper: Applying Learning Strategies*.

**Click here** to view/download a PDF that describes course requirements. Register for Course EDIU 9007 on the Brandman **Digging Deeper: Professional Development for Teachers webpage**. Please note: Credit requires additional fee and follow-up assignments.



CHAPMAN UNIVERSITY SYSTEM

## Things to Do in Portland

Portland, also known as "The City of Roses," is Oregon's largest city. Situated at the confluence of the Willamette and Columbia Rivers, the city offers something for everyone. Consider extending your stay a day or two and taking in some of the sights and sounds of the region. You may find these websites useful as you plan your explorations!

- [Travel Portland](#)
- [Wikitravel Portland](#)
- [Travel Oregon](#)
- [Go Northwest](#)
- [Oregon Live](#)
- [Trip Advisor](#)



Use this map to explore Portland. **Click to view a larger map.**

### A Sixth Sense for You Full Length



For hotel information, call 1-877-901-6632.

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# Session Calendar & Descriptions

- [SCS Home](#)
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## 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
<p><b>All registrants are invited to attend the keynote and reception.</b></p> <p><b>2:00-6:00 pm Registration</b> Stop by any time to pick up conference packets.</p> <p><b>7:00-8:30pm Keynote</b> with Randy Sprick, Susan J. Isaacs, and Jessica Sprick.</p> <p><b>8:30-9:30 pm Reception</b> Come meet your colleagues, the presenters, and Safe &amp; Civil Schools staff at the reception immediately following the keynote address.</p>	4-Day Sessions			
	<p><b>CHAMPS/DSC (TOT)</b> FULL—Call 800/323-8819 to be added to wait list</p>			
	<p><b>Interventions (TOT)</b> FULL—Call 800/323-8819 to be added to wait list</p>			
	<p><b>Explicit Instruction (TOT)</b></p>			
	2-Day Sessions		2-Day Sessions	
	<p><b>CHAMPS Classroom Management (GC)</b> FULL—Call 800/323-8819 to be added to wait list</p>		<p><b>Addressing Absenteeism (GC)</b> Filling fast—6 seats left</p>	
	<p><b>The Tough Kid Series: Practical Behavior Management (GC)</b> FULL—Call 800/323-8819 to be added to wait list</p>		<p><b>Designing Behavior Intervention Plans: The Safe &amp; Civil Schools Approach (GC)</b></p>	
	<p><b>Designing a Comprehensive Bullying Prevention and Intervention Plan (GC)</b></p>		<p><b>Expanding Tier 2 Behavior Support: Check-In Systems and Meaningful Jobs (GC)</b> FULL—Call 800/323-8819 to be added to wait list</p>	

<p><b>Discipline in the Secondary Classroom: Classroom Management (GC)</b>  <b>FULL—Call 800/323-8819 to be added to wait list</b></p>	<p><b>Leadership in Behavior Support (GC)</b>  <b>Filling fast—18 seats left</b></p>
<p><b>Foundations (Schoolwide PBIS): Implementation &amp; Maintenance (GC)</b>  <b>FULL—Call 800/323-8819 to be added to wait list</b></p>	<p><b>Coaching Classroom Management (TOT)</b>  <b>FULL—Call 800/323-8819 to be added to wait list</b></p>
<p><b>Academic Supports: Adapting Content-Area Curriculum and Instruction in Diverse Classrooms (GC)</b>  <b>FULL—Call 800/323-8819 to be added to wait list</b>  <b>New session added on Wed.-Thurs.</b></p>	<p><b>SESSION ADDED!</b>  <b>Academic Supports: Adapting Content-Area Curriculum and Instruction In Diverse Classrooms (GC)</b>  <b>FULL—Call 800/323-8819 to be added to wait list</b>  <b>PRESENTER: Frank Smith</b></p>

**For more information, and to register, call 1-800-323-8819 today.**

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# Follow These Four Steps!

## TO REGISTER:

CALL 1-800-323-8819 or  
 FAX 541-345-6431 or  
 MAIL Safe & Civil Schools,  
 P.O. 50550, Eugene, OR 97405

- [SCS Home](#)
- [Conference Home](#)
- [Safe & Civil Schools Overview](#)
- [General Information](#)
- [Sessions](#)
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- [Registration & Fees](#)
- [Download Brochure](#)
- [Download Fill-and-Print PDF Registration Form](#)
- [Download Hotel Transportation Information](#)
- [Hotel Information](#)

## Step 1: Register

You may register for the conference by phone, fax, or mail. All registrants may attend the keynote presentation and reception on Sunday, July 15 (7:00 pm–9:30 pm).

For your convenience, you can download a **Fill-and-Print registration form**, complete the form on your computer, print it out, and fax it to us at 1-541-345-6431 or mail it to the above address.

**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** before you book your travel or hotel reservation in case conference sessions have filled.

A **calendar and session descriptions** are available online to help you with your planning.

## Step 2: Pay Your Registration Fee

You may use your Visa or MasterCard, write a check, or submit a purchase order. Please make checks or purchase orders payable to *Safe & Civil Schools*.

### Conference Fees

Entire conference	\$975.00
Any two days	\$695.00

### 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!**

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
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Establish/Abolish/Increase/Reduce Hours of Position (Vaca)**

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**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 position 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 position 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 position 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  
  \_\_\_\_\_ Enrichment  
  \_\_\_\_\_ Special Education  
  \_\_\_\_\_ Support Services  
  \_\_\_\_\_ Personnel  
  \_\_\_\_\_ Legal  
  \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Personnel Actions (Vaca)**

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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)

## CLASSIFIED PERSONNEL ACTIONS

**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 Special Education 7.0 hrs./183 days	05/07/2018
Johnson, Shane J.	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

**Exempt**

Naranjo, Illeana	Campus Assistant	03/21/2018
Ramirez, Fernando	Campus Assistant	05/02/2018

**Promotional**

Perez, Catalina	School Office Manager, Position #734 Lemonwood 8.0 hrs./215 days	05/21/2018
	Attendance Accounting Technician, Position #358 Lemonwood 8.0 hrs./210 days	
Romero, Adriana	School Office Manager, Position #1824 Ramona 8.0 hrs./210 days	05/29/2018
	Secretary, Position #6416 Enrollment Center 8.0 hrs./246 days	
Sandoval, Michelle K	School Office Manager, Position #989 Brekke 8.0 hrs./203 days	05/16/2018
	Office Assistant II, Position #2404 Soria 8.0 hrs./203 days	

**Administrative Transfer**

Fox, Timothy	Custodian, Position #39 District Office 8.0 hrs./246 days	05/21/2018
	Custodian, Position #6449 Lemonwood 8.0 hrs./246 days	

**Transfers**

Lopez, Richard Jr.	Custodian, Position #39 District Office 8.0 hrs./246 days	05/21/2018
Salas Contreras, Jose L.	Custodian, Position #6448 Driffill 4.0 hrs./246 days	05/21/2018
Sandoval, Michelle K	Custodian, Position #1239 Sierra Linda 8.0 hrs./246 days Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	05/07/2018
	Office Assistant II, Position #2404 Soria 8.0 hrs./203 days Office Assistant II, Position #970 Brekke 7.0 hrs./203 days	

**In Lieu of Layoff**

Alvarado, Jorge L.	Site Technology Technician, Position #2836 Frank 8.0 hrs./246 days	06/30/2018
Guiltinan, James B.	Site Technology Technician, Position #6802 Haydock 8.0 hrs./192 days	06/30/2018
	Site Technology Technician, Position #2503 Chavez 8.0 hrs./246 days	
	Site Technology Technician, Position #6804 Frank 8.0 hrs./192 days	
Gurrola, Mishael	Site Technology Technician, Position #2950 Fremont 5.0 hrs./246 days	06/30/2018
	Site Technology Technician, Position #2836 Frank 8.0 hrs./246 days	
Ortega, Benjamin	Site Technology Technician, Position #2946 Frank 5.0 hrs./246 days	06/30/2018
	Site Technology Technician, Position #2503 Chavez 8.0 hrs./246 days	

**Medical Layoff**

3789	Outreach Specialist, Position #2200	05/02/2018
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**Return from Leave of Absence**

Rivera, Winnie J.	Healthcare Technician, Position #2944 Pupil Services 7.0 hrs./183 days	05/16/2018
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**Resignation**

Nuckolls, Betty L.	Paraeducator II, Position #8614 Special Education 5.75 hrs./183 days	05/18/2018
Silva, Janet	Paraeducator I, Position #7186 McKinna 4.16 hrs./183 days	05/10/2018
Smith, Ashley R.	Paraeducator II, Position #8083 Special Education 5.75 hrs./183 days	07/31/2018

**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

**Retirement continued**

Ceballos, Luisa	Custodian, Position #1880	06/29/2018
Cerball, Maria T.	Preschool Teacher, Position #2150	06/14/2018
De Santiago, Isael	Lead Custodian, Position #868	06/29/2018
Duff, Judith A.	Child Nutrition Cafeteria Coordinator, Position #2173	06/19/2018
Escartin, Mireya D.	Paraeducator II, Position #2060	06/14/2018
Esquivel, Aida	Paraeducator II, Position #2256	06/14/2018
Farber, Norma E.	Paraeducator II, Position #2245	06/14/2018
Gaona, Cynthia R.	Instructional Assistant RSP, Position #461	06/14/2018
Garcia, Antonio T.	Child Nutrition Worker, Position #2853	06/18/2018
Garcia, Socorro G.	Custodian, Position #2544	06/29/2018
Garza, Reynaldo	Instructional TV Service Coordinator, Position #1080	06/30/2018
Guevara, Rita M.	Employee Benefits Specialist, Position #97	06/30/2018
Lemos, Albert M.	Grounds Equipment Operator, Position #1371	06/29/2018
MacPherson, Monica L.	Office Assistant II, Position #1692	06/30/2018
Navarro, Cecilia Z.	Buyer, Position #589	06/30/2018
Paniagua, Michele	Child Nutrition Cafeteria Coordinator, Position #2187	06/19/2018
Pennington, Sam K	Custodian, Position #1477	05/31/2018
Ramirez, Eusebia	Paraeducator II, Position #7037	06/14/2018
Rascon, Shari L.	Employee Benefits Specialist, Position #1121	06/30/2018
Sandoval, Janice E.	Child Nutrition worker, Position #129	06/19/2018
Tanedo, Melinda	Paraeducator II, Position #2195	06/14/2018
Wagner, James F.	Electronics Repair Technician, Position #187	06/29/2018
Zuniga, Flora C.	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, Suguey	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 Penanhoat

**Date of Meeting:** 6/6/18

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION A-I: 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** \_\_\_\_\_

  X  

**SECTION F: BOARD POLICIES** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> 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 Drifill 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 Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

#### OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 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.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed 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  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 Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

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

**To District:** Oxnard School District  
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 Exhibit D "Conflict of Interest Check" attached hereto.

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

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

- Not Project Related
- Project #18-16

**EXHIBIT A**  
**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:

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. N/A	
B.	
C.	
D.	

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

- None.
- Per attached proposal

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

- None.
- 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

- Not Project Related  
 Project #18-16

**EXHIBIT B**  
**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 \$ N/A per hour without written authorization from the District Superintendent or his designee.**

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly 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.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #18-16**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-16

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

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

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

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

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

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.



- Not Project Related
- Project #18-16

**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  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **FLEWELLING & MOODY ARCHITECTURE INC.**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: \_\_\_\_\_

By: \_\_\_\_\_

*Lisa A. Franz*  
*Director, Purchasing*



# 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

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# 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.
2. Meet with DSA staff to determine which project requirements are actually 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           | Scott Gaudineer, AIA, C-14211 |
| ▪ Closeout Specialist | Megan Fries                   |
| ▪ Project Consultant  | 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

\_\_\_\_\_ Facilities

**SECTION D: ACTION**

**SECTION F: BOARD POLICIES**    1<sup>st</sup> Reading \_\_\_\_\_   X   2<sup>nd</sup> Reading \_\_\_\_\_

**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)**

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.

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**

**Eight Hundred Thousand Twenty-Two Dollars and Zero Cents (\$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
<b>NET CHANGE -</b>	<b>\$ 800,022.00</b>
Total Change Orders to Date: 001.....	\$ 800,022.00
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001.....</b>	<b>\$ 24,106,908.00</b>

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):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
**ASSISTANT SUPERINTENDENT BUSINESS AND FISCAL SERVICES:**

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

DIRECTOR OF FACILITIES: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



# CHANGE ORDER REQUEST

**COR No. 4 R0**

Date: 2/22/2018

Project: Elm Elementary School Reconstruction Project

### DESCRIPTION OF WORK

Elm School Sewer Pipe line Replacement Project requested by City of Oxnard. This cost includes City Design Fee. This COR includes additional field engineering cost.

### SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Contractual Costs</b>		
		123,101
	Subtotal:	123,101

### SUMMARY OF COSTS

Item Description	Company	Amount Requested
<b>Subcontract Costs</b>		
	J Vega Engineering Inc	572,570
	Subtotal:	572,570
<b>Contractual Costs</b>		
Overhead 15%		104,351
Fee 4%		0
CCIP 1.25%		0
Bond .64%		0
	Subtotal:	104,351
<b>Total Change Order Request Amount:</b>		<b>800,022</b>

### APPROVAL

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

**Oxnard School District**

**Bernards Bros. Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CHANGE ORDER PROPOSAL - PROJECT FIELD ENGINEER**



*Fee Summary*

ELM STREET ELEMENTARY SCHOOL

**Change Order No. 004**

**FEE PROPOSAL**

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%	\$	-
<b>TOTAL:</b>	<b>\$</b>	<b>123,101</b>

**MONTHLY RATE**

Position	Monthly Rate
Field Engineer	\$11,190

Field Engineering manpower required for the project to provide oversight, coordination, design review, constructability and daily supervision.

**PW17-40 Elm School Sewer Pipeline Replacement Project**

CITY OF OXNARD

PROJECT NAME – PROJECT NUMBER

Bidder's Name: J. Vega 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:

**BASE AMOUNT:**

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	<b>SEWER IMPROVEMENT</b>					
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 <sup>00</sup>	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	23 <sup>00</sup>	15,410
12	Miscellaneous Work (Pavement Striping/Marking –	1515-3	LS	1		3,600



	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	32 <sup>00</sup>	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	25 <sup>00</sup>	2,500
22	Furnish and install 8" gate valve	1409-5	EA	3	2,300	6,900
<b>BASE AMOUNT TOTAL</b>						<b>\$ 572,570<sup>00</sup></b>

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 Vega

Title: President Date: 2-19-18

Bidder acknowledges receipt of all addenda

Addendum: #01 Date Received: \_\_\_\_\_

Addendum: #05 Date Received: \_\_\_\_\_

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Fourteenth (14<sup>th</sup>) 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



## #16-199

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

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

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

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

### **SECTION 1. DEFINITIONS**

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

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which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **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. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

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- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

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

### **SECTION 3. ADDITIONAL SERVICES**

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

**SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS**

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

**SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE**

The "GMP" for the Project shall be **Twenty-Three Million Three Hundred Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$23,306,886.00)**. The GMP consists of (1) a Sublease Tenant Improvement Payment in the amount of **Twenty-One Million Four Hundred Sixty-Two Thousand Seven Hundred One Dollars and No Cents (\$21,462,701.00)** and, (2) a Contractor Contingency in the amount of **Six Hundred Seventy-Eight Thousand Eight Hundred Forty-One Dollars, and No Cents (\$678,841.00)**, and, (3) Sublease Payments in the amount of **\$97,112.00** per month for **12** months, for a total lease value of **One Million One Hundred Sixty-Five Thousand Three Hundred Forty-Four Dollars and No Cents (\$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.

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

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

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

### **SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION**

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

### **SECTION 7. SAVINGS**

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

### **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

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

### **SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

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

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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.

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

### SECTION 11. NOT USED

### SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **Jaime Pace** as Project Manager/Superintendent for the Project. So long as **Jaime Pace** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to

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the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

### **SECTION 13. BONDING REQUIREMENTS**

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

### **SECTION 14. PAYMENTS TO CONTRACTOR**

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

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

**SECTION 16. INSURANCE**

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

**SECTION 17. USE OF PREMISES**

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

**SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

**SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

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

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

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

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

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

F. Exacerbation of Pre-Existing Hazardous Materials.

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

**SECTION 20. INDEPENDENT CONTRACTOR**

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

**SECTION 21. ACCOUNTING RECORDS**

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

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



**SECTION 22. PERSONAL LIABILITY**

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

**SECTION 23. AGREEMENT MODIFICATIONS**

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

**SECTION 24. NOTICES**

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

If to Contractor:

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

If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

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

And with an additional copy to Scott Burkett,

Caldwell Flores Winters, Inc.  
6425 Christie Ave., Suite 270  
Emeryville, CA 94608

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

**SECTION 25. ASSIGNMENT**

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

**SECTION 26. PROVISIONS REQUIRED BY LAW**

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

**SECTION 27. HEADINGS**

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

**SECTION 28. APPLICABLE LAW**

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

**SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS**

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

**SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS**

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

**SECTION 31. SEVERABILITY**

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

**SECTION 32. ENTIRE AGREEMENT**

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

**SECTION 33. EXECUTION IN COUNTERPARTS**

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

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

CONTRACTOR

Bernards



THE DISTRICT

Oxnard School District,  
a California school district

#16-199

By: Rick Fochtman

By: Lisa A. Franz

Title: Senior Vice President

Title: Director, Purchasing

Date: 01/12/2017

Date: 1-24-17

**EXHIBITS A and B**

Scope of Work

**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 will 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 Days. 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 ACCESSIBILITY 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 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

**ARCHITECTURE 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

## EXHIBIT A

### Scope of Work

#### ARCHITECTURE 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



## EXHIBIT A

### Scope of Work

#### ARCHITECTURE PLAN SHEETS, continued

A2-52.1	MPR BUILDING 2 - DOOR SCHEDULE	4/8/2016
A2-52.2	MPR BUILDING 2 - WINDOW SCHEDULE	4/8/2016
A2-53.1	MPR BUILDING 2 - FINISH SCHEDULE	4/8/2016
A3-11.1	ADMIN - BLDG. 3 - FLOOR PLAN	1/8/2016
A3-11.2	ADMIN - BLDG. 3 - ROOF PLAN	1/8/2016
A3-11.3	ADMIN - BLDG. 3 - REFLECTED CEILING PLAN	1/8/2016
A3-21.1	ADMIN - BLDG. 3 - BUILDING ELEVATIONS	1/8/2016
A3-31.1	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-31.2	ADMIN - BLDG. 3 - BUILDING SECTIONS	1/8/2016
A3-32.1	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.2	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.3	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.4	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-32.5	ADMIN - BLDG. 3 - WALL SECTIONS	1/8/2016
A3-41.1	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-41.2	ADMIN - BLDG. 3 - ENLARGED PLANS	1/8/2016
A3-51.1	ADMIN - BLDG. 3 - INTERIOR ELEVATIONS	1/8/2016
A3-52.1	ADMIN - BLDG. 3 - DOOR SCHEDULE	1/8/2016
A3-52.2	ADMIN - BLDG. 3 - WINDOW SCHEDULE	1/8/2016
A3-53-1	ADMIN - BLDG. 3 - FINISH SCHEDULE	1/8/2016
A4-11.1	KINDERGARTEN BLDG 4 - FLOOR PLAN	1/8/2016
A4-11.2	KINDERGARTEN BLDG 4 - ROOF PLAN	1/8/2016
A4-11.3	KINDERGARTEN BLDG 4 - REFLECTED CEILING PLAN	1/8/2016
A4-21.1	KINDERGARTEN BLDG 4 - BUILDING ELEVATIONS	1/8/2016
A4-31.1	KINDERGARTEN BLDG 4 - BUILDING SECTIONS	1/8/2016
A4-32.1	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.2	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.3	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-32.4	KINDERGARTEN BLDG 4 - WALL SECTIONS	1/8/2016
A4-41.1	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-41.2	KINDERGARTEN BLDG 4 - ENLARGED PLANS	1/8/2016
A4-51.1	KINDERGARTEN BLDG 4 -INTERIOR ELEVATIONS	1/8/2016
A4-51.2	KINDERGARTEN BLDG 4 -INTERIOR ELEVATIONS	1/8/2016
A4-52.1	KINDERGARTEN BLDG 4 - DOOR SCHEDULE	1/8/2016
A4-52.2	KINDERGARTEN BLDG 4 - WINDOW SCHEDULE	1/8/2016
A4-53.1	KINDERGARTEN BLDG 4 - FINISH SCHEDULE	1/8/2016
A-60.1	FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES	1/8/2016
A-61.1	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.2	WALL TYPES - WOOD FRAMING	1/8/2016
A-61.3	WALL DETAILS - WOOD FRAMING	1/8/2016
A-61.4	PENETRATION ASSEMBLIES	1/8/2016
A-62.1	DOOR DETAILS	1/8/2016

## EXHIBIT A

### Scope of Work

#### ARCHITECTURE 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

#### STRUCTURAL 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

#### STRUCTURAL 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

#### PLUMBING 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 SPRINKLER 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

## EXHIBIT A

### Scope of Work

#### FIRE SPRINKLER PLAN SHEETS, continued

FP04	MULTI-PURPOSE BLDG 2 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP05	ADMIN BLDG 3 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP06	KINDERGARTEN BLDG 4 - SPRINKLER PIPING PLAN & SECTION	7/1/2016
FP07	DETAILS	7/1/2016

#### MECHANICAL 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

## EXHIBIT A

### Scope of Work

#### MECHANICAL PLAN SHEETS, continued

M632	ADMINISTRATION BLDG. TITLE 24 COMPLIANCE	10/24/2014
M641	KINDERGARTEN BLDG. TITLE 24 COMPLIANCE	10/24/2014

#### ELECTRICAL 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	CLASSROOM 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

## EXHIBIT A

### Scope of Work

#### ELECTRICAL 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-7.4	PENETRATION DETAIL	3/6/2015
E-7.5	GROUNDING DETAIL	3/6/2015

## EXHIBIT A

### Scope of Work

#### ELECTRICAL 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 SERVICE 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

#### THEATRICAL 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
TL9.1.1	CONTROL RISER & SCHEDULES	4/8/2016
TL9.2.1	STAGE LIGHTING PLOT	4/8/2016

#### LANDSCAPE 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**

Prepared by SVA Architects

**PROJECT SPECIFICATIONS****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
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**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

**EXHIBIT A****Scope of Work**

Prepared by SVA Architects

**PROJECT SPECIFICATIONS****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 PREPARATION	8/1/2016
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

## EXHIBIT A

### Scope of Work

Prepared by SVA Architects

#### PROJECT SPECIFICATIONS

##### DIVISION 9 - FINISHES, continued

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
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##### 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
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##### DIVISION 14 - CONVEYING EQUIPMENT

14 20 10	PASSENGER ELEVATORS	8/1/2016
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##### DIVISION 21 - FIRE SUPPRESSION

21 20 00	FIRE SUPPRESSION SYSTEMS	8/1/2016
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##### DIVISION 22 - PLUMBING

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

**PROJECT SPECIFICATIONS****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	8/1/2016

**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

## EXHIBIT A

### Scope of Work

Prepared by SVA Architects

#### PROJECT SPECIFICATIONS

##### DIVISION 31 - EARTHWORK

31 10 00	SITE CLEARING	8/1/2016
31 22 00	GRADING	8/1/2016
31 23 33	TRENCHING AND BACKFILLING	8/1/2016
31 25 00	EROSION AND SEDIMENTATION CONTROLS	8/1/2016

##### DIVISION 32 - EXTERIOR IMPROVEMENTS

32 11 26	ASPHALTIC BASE COURSES	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 MARKINGS	8/1/2016
32 30 00	MAINTENANCE	8/1/2016
32 84 00	IRRIGATION	8/1/2016
32 90 00	PLANTING AND MAINTENANCE	8/1/2016
32 90 10	HYDRO-SEEDED LAWN	8/1/2016

##### DIVISION 33 - UTILITIES

33 10 00	WATER UTILITIES	8/1/2016
33 30 00	SEWERAGE UTILITIES	8/1/2016
33 40 00	STORM DRAINAGE UTILITIES	8/1/2016

##### APPENDICES

ACM SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	1/17/2014
AHERA REPORT 2011	ATC Associates Inc.	9/16/2011
HAZMAT SURVEY REPORT	EORM -Environmental & Occupational Risk Management, Inc.	1/10/2014
LEAD SURVEY	EORM -Environmental & Occupational Risk Management, Inc.	2/11/2014
LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
UPDATED LIMITED SOIL TESTING	EORM -Environmental & Occupational Risk Management, Inc.	2/14/2014
GEO-TECHNICAL 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



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# OXNARD SCHOOL DISTRICT



# ELM STREET ELEMENTARY SCHOOL GMP PROPOSAL

December 7, 2016

Toy Marlene Bickel  
Caldwell Flores Winters, Inc.  
1411 S. Victoria Avenue #109  
Oxnard, CA 93035

# BID SUMMARY

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**BID SUMMARY**

Elm Street Elementary School Reconstruction  
 450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback  
 December 9, 2016

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**Building Summary**

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**Elm Street Elementary School Reconstruction**

New Elementary School	53,296 sf	\$ 351 /sf	\$ 18,681,807	
				18,681,807

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<b>Subtotal</b>				<b>\$ 18,681,807</b>
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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%		896,419

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<b>SUBTOTAL</b>				<b>\$ 22,628,045</b>
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Contractors Contingency		3.00%		678,841
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<b>TOTAL</b>				<b>\$ 23,306,886</b>
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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

Description		Recommended Subcontractor	Bids Received	Amount
01000	ALLOWANCES			\$ 960,000
01570	EROSION CONTROL	Whitson CM / Bernards	1	\$ 67,646
01730	SURVEYING	Hunsaker & Assoc.	5	\$ 58,648
03200	REINFORCING STEEL	Stantru	3	\$ 182,550
03300	CAST IN PLACE CONCRETE	JT Wimsatt	2	\$ 1,032,700
N/A	INSULATING AND LIGHTWEIGHT CONCRETE	Insul-Flow	2	\$ 43,195
04200	MASONRY	Skidmore Masonry	2	\$ 79,044
05120	STRUCTURAL STEEL & MISC METALS	Ironman, Inc	2	\$ 501,400
05700	ORNAMENTAL METALS			w/ Structural Steel
06100	ROUGH CARPENTRY	WVS Klem	2	\$ 2,984,977
06200	MILLWORK / CABINERY / COUNTERTOPS	ICI Millwork	4	\$ 65,042
07140	WATERPROOFING	Systems WP	4	\$ 95,436
07200	INSULATION	DJ Insulation	3	\$ 80,000
07540	ROOFING	Eberhard	4	\$ 344,200
07600	SHEET METAL	R&J SM	2	\$ 220,506
08100	DOORS / FRAMES / HARDWARE	Construction Hardware	3	\$ 236,830
08800	ALUMINUM STOREFRONT / GLASS AND GLAZING	Santa Barbara Glass	1	\$ 317,025
09220	PLASTER & DRYWALL	Pacific Int. / Perlite Plaster	6	\$ 1,516,532
09300	CERAMIC TILE	Stoneware Tile	3	\$ 118,809
09510	ACOUSTICAL CEILINGS	Cali-USA Acoustics	10	\$ 190,736
09650	CARPET AND RESILIENT FLOORING	Reliable Flooring	5	\$ 114,964
09900	PAINTING	Vanguard	8	\$ 329,600
10000	BUILDING SPECIALTIES	Various Trades	10	\$ 335,176
10110	VISUAL DISPLAY BOARDS	Claridge	3	\$ 525,000
10140	SIGNAGE	Kendall Sign	6	\$ 60,785
10280	TOILET PARTITIONS / BATHROOM ACCESORIES	SDI	4	\$ 48,061
11400	FOOD SERVICE EQUIPMENT	Kamran and Co.	5	\$ 349,000
12240	WINDOW SHADES	Sheward & Son & Sons	2	\$ 24,950
14200	ELEVATORS	Otis	1	\$ 143,500
21000	FIRE SPRINKLER	Superior Fire	2	\$ 283,790
22000	PLUMBING	Precision Plumbing	5	\$ 728,974
23000	HVAC	Sheldon Mech.	5	\$ 1,226,000
26000	ELECTRICAL / LOW VOLTAGE	Taft Elec.	3	\$ 2,415,989
31220	DEMO, EARTHWORK AND SITE CLEARING	Damar Const.	6	\$ 936,383
32122	ASPHALT PAVING	Onyx Paving	3	\$ 239,302
32131	SITE AND OFF-SITE CONCRETE	Lopez Eng.	3	\$ 671,962
N/A	FENCING AND GATES	Pilgrim Fence	1	\$ 270,872
32900	LANDSCAPE AND IRRIGATION	Advanced Land. 2000	5	\$ 363,185
33000	SITE UTILITIES	J. Vega Eng.	4	\$ 519,039

**SCHEDULE OF VALUES**

**Elm Street Elementary School Reconstruction  
450 East Elm Street, Oxnard, CA 93033**

Lease/Leaseback  
December 9, 2016

Description	Recommended Subcontractor	Bids Received	Amount
<b>Subcontracted Direct Costs</b>		140	\$ 18,681,807
General Conditions			\$ 1,755,609
General Requirements			\$ 365,885
General Contractor 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%	\$ 896,419
Contractor Contingency		3.00%	\$ 678,841
<b>Total Contract Amount</b>			\$ 23,306,886

# ALLOWANCES

ALLOWANCES



**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)	\$ 15,000
2	B-Permit Offsite Plans - Hardscape (City Sidewalks, Curbs, Etc.) and Utilities (Sewer) - Plans Not Issued / Approved yet by City, Sewer Design Issues, Etc.	\$ 100,000
3	Unforeseen Utility Removal / Demolition	\$ 50,000
4	Site Fencing at New Field - 6' High Galvanized Chain-link	\$ 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	\$ 55,000
6	Remove and Relocate (2) Existing Portables and Demolish (1) Existing Portable Including Hookups (Elec, Plumbing, HVAC, Low Voltage)	\$ 60,000
7	Lead and Pesticide Abatement of Soil (No Recommendation Provided Within Hazardous Report)	\$ 125,000
8	Possible Additional Asbestos / Hazardous Material at Existing Buildings When Demolishing (Concealed Items Not Within Report)	\$ 25,000
9	Plumbing System Design Issues	\$ 100,000
10	Shoring at NE Corner of New Classroom Building and West End of Existing Classroom Building	\$ 20,000
11	Door Hardware Revisions to Comply with District Standards	\$ 45,000
12	Site Concrete Enhancements at Courtyard and Site Paving Areas per Pre-Bid RFI #57	\$ 20,000
13	School & Address Signage at the Admin Bldg. Not Shown. Reference 11/A-64.4 for 18" Aluminum Letters	\$ 12,000
14	Mitigate/Dewatering as Required for Shallow Water Table	\$ 18,000
15	Change Specified T8 Lamps to LED Light Fixtures/Controls	\$ 100,000
16	Add Upper & Lower Casework at Kitchen, Workrooms and Storage Rooms per SVA	\$ 45,000
17	Environmental and Geotechnical Testing of Imported Soil for District's Testing Lab	\$ 15,000
18	Kitchen Design Corrections to Meet Health Department Requirements	\$ 50,000
19	SCE Design Enhancements	\$ 45,000
<b>TOTAL ALLOWANCES</b>		<b>\$ 960,000</b>

QUALIFICATIONS

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QUALIFICATIONS



**QUALIFICATIONS & ASSUMPTIONS**

Elm Street Elementary School Reconstruction  
450 East Elm Street, Oxnard, CA 93033

Lease/Leaseback  
December 9, 2016

The following items provide additional clarifications regarding the scope of work included in the Proposal:

- |    |  |
|----|--|
| 1  | All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner. |
| 2  | GMP excludes all permanent connection or use fees by outside utility companies.  |
| 3  | Settlement surveys of adjacent properties or utilities   |
| 4  | Furnishing, installation, unloading / hoisting, storage, trash removal, and traffic control of Owner's FF&E items  |
| 5  | Detail 20/S602 is Included for the Sun Shade Structural Steel Connections  |
| 6  | Tectum Panels at the MPR Bldg Roof are Installed per Detail 2/A-64.2 Without Wood Furring or Insulation Above the Tectum Panels per the Specifications.                      |
| 7  | Continuous Unistrut, Fire Sealant and wire through blocking is excluded per Details 10,13&14/A64.1   |
| 8  | Moisture Testing is Included per the Specifications. If Remediation is Required, the Cost per SF will be negotiated with Contractor  |
| 9  | Side Channels per Spec 122113, 2.02/D are No Longer Offered by Any Manufacturer and are Excluded.  |
| 10 | GMP excludes the relocation of any existing play structures noted on the drawings.   |



# SUBCONTRACTOR EVALUATIONS

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Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Date Printed	12/6/2016
					Stantec	Gromatfici
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 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	
<b>Set-up</b>	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	
<b>Excavation</b>	Included	Included	Included	Included	Included	
Rough Grade Staking	Included	5,920	Included	Included	Included	
Location and Existing Elevation at Future Driveways, Access Ramps	2,320	Included	Included	Included	Included	
Bluetop Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	
Gridlines at Elevator	1,160	1,184	Included	1,120	Included	
<b>Buildings</b>	Included	Included	Included	Included	Included	
Building Corner Stakes (All Bldgs)	Included	Included	Included	Included	Included	
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, and Permanent Electrical Service	Included	Included	Included	Included	Included	
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	
<b>Site</b>	Included	Included	Included	Included	Included	
Stakes for Sanitary Sewer, Storm Drain and Domestic Fire	Included	Included	Included	Included	Included	
Stakes for CMU Enclosure Footings	Included	560	Included	420	Included	
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	3,480	Included	Included	1,680	Included	
Line and Grade Stakes Outlining all B-Permit Concrete, AC Paving, Swales, Etc.	Included	Included	Included	Included	Included	
Parking Lot Lights	Included	560	Included	Included	Included	

Bid Evaluation Report



Surveying	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Adkan	Hunsaker & Assoc.	Brenner & Carpenter	Precision	Stantec	Gromatici
TOTALS	59,760	58,648	75,900	58,995	86,800	0
<b>Recommendation:</b>		<b>Amount</b>				
Hunsaker & Assoc.		58,648				

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. Eng.	Toro Ent.
Base Bid	See Below	See Below	See Below	See Below	See Below	See Below
Spec #: 024300, 311000, 312200, 312333	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	10 Days	30 Days	30 Days	30 Days	60 Days	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
<b>Abatement</b>						
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
<b>Abatement for Grading</b>	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Unquantifiable Soils with Potential Lead Contamination at Existing Buildings	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
<b>Demo - Standard Industries</b>	<b>297,500</b>	<b>331,603</b>	<b>322,000</b>	<b>331,603</b>	<b>331,603</b>	<b>331,603</b>
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 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 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 & Classroom Building	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



Demo & Earthwork	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Triangle Ent.	Damar Const.	Ground Breakers	Leko Const.	Sharma Gen. 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
<b>Grading</b>	<b>579,100</b>	<b>536,995</b>	<b>533,500</b>	<b>720,118</b>	<b>748,340</b>	<b>589,068</b>
Water Meter and Construction Watering for Own 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' 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
<b>Structure Moving</b>	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
Relocate 2 (E) Portables - (Phase 1A)	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances	See Allowances
<b>TOTALS</b>	<b>942,318</b>	<b>936,383</b>	<b>937,118</b>	<b>1,127,885</b>	<b>1,156,950</b>	<b>1,001,971</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Damar Const.</b>	<b>936,383</b>					

Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Terra Pave	Onyx Paving	Toro Ent.	Date Printed	12/6/2016
<b>Base Bid</b>	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		
Prequalification per Bid Invite	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
<b>AC Paving</b>	Included	Included	Included		
<b>Phase 1</b>	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 Offs in Street	Included	Included	23,150		
Grind and Overlay 0.20" AC (2' Wide Min.) in Street - Elm, Montrose & Fir - 9/C02	Included	Included	1,426		
Parking Lot	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base	Included	Included	Included		
<b>Phase 1A</b>	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" & 4" Sub Base at Elec Yard	Included	Included	Included		
<b>Phase 2</b>	Included	Included	Included		
4" AC o/ 5" Class II Base o/ 3.5" Sub Base at Playground	Included	Included	Included		
Redwood Header at Grass	Included	1,908	1,908		
<b>Striping</b>	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		
Arrows and Stall Numbers	Included	Included	Included		
Signage - Parking & Fire Lane w/ Posts - 1&2/C02	Included	Included	Included		
Signage - Fire Lane - 1&9/Gen 5	Included	Included	Included		



Bid Evaluation Report



Asphalt Paving & Striping	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Terra Pave	Onyx Paving	Toro Ent.			
Signage - Stop Sign, District Signs and Fence Signs w/ Posts	Included	Included	Included			
Post Footings 12" Dia x 24" Deep	Included	3,200	Included			
Playground Track Striping at Kindergarten 3" White - 30" Wide per A0-1.1	Included	Included	Included			
Site Basketball, Tetherball, Hopscotch and Foursquare Striping per 6,8-12/A63.6	Included	Included	Included			
Elec Yard Striping per Note 17/C-06	824	824	824			
Offsite						
Paint Top of Curb and Curb Face Red / Yellow / Green as Required	2,340	2,340	2,340			
<b>TOTALS</b>	<b>401,532</b>	<b>239,302</b>	<b>260,553</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
Onyx Paving	239,302					

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
Base Bid	See Below	625,000	479,000	Incomplete		
Spec #: 321213, 321613, 321713	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	30 Days	30 Days	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			
<b>On Site</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>			
Flat Work	282,765	Included	Included			
4" PCC with #3 Rebar at Site Walkways and Building Courtyards - C06	Included	Included	Included			
Accessible Curb Ramps at ADA Stalls/Admin Bldg 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 Landscape - L201 & L302 (RFI 34)	6,750	6,750	Included			
Concrete Maint. Bands at Bldg Perimeters per A01.1 & 3/A63.6 (RFI 46)	8,664	Included	Included			
2"x6" Conc Header at AC to Grass Transition per A01.1 & 4/A63.6	3,578	3,578	3,578			
Misc	Included	Included	Included			
<b>Bldg 1 - Classroom</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>			
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			

Bid Evaluation Report



Site & Off-Site Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Lopez Eng.	A&S Cement	Santa Clarita Conc.	Toro Ent.		
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 Kindergarten per 7/A63.5 & A0-1.1	29,869	29,869	29,869			
1' Conc Band Around Playgrounds at Kindergarten and Playground - A0-1.1 & 10/A63.5	4,512	Included	4,512			
Footing for Basketball Poles 84" Deep x 2' Dia - 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/A0-1.3 & 98.10/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 & 16/S301	2,544	Included	2,544			
Light Pole Footings - 5&6/E7.3	6,800	Included	Included			
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			
<b>Off Site</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>			
4" PCC Sidewalks (8' Wide)	14,372	Included	Included			
Detectable Warning Surfaces (Truncated Domes) at Street Corner Curb Ramps - Yellow - 6/C02	3,720	Included	Included			
Loading Zone Ramp w/ Truncated Domes, Curbs and 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			
<b>Site Pavers (MFR TBD)</b>	<b>45,177</b>	<b>45,177</b>	<b>45,177</b>			
Pavers Outside MPR & Admin Bldg	In Above	In Above	In Above			
Pavers in Classroom Courtyard	In Above	In Above	In Above			
Sand Base	In Above	In Above	In Above			
<b>TOTALS</b>	<b>671,962</b>	<b>775,911</b>	<b>711,847</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Lopez Eng.</b>	<b>671,962</b>					

Bid Evaluation Report



Fencing & Gates	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Pilgrim Fence					
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					
<b>Chain Link Fencing</b>	See Allowances					
Chain Link Fence, 6' Tall at New Play Field Perimeter	See Allowances					
Footings for Fence Posts	See Allowances					
<b>Steel Fence and Gates - (A0-1.1, No Spec)</b>	Included					
Steel Fencing at Kindergarten Bldg per RFI 41 - 9/S63.5	Included					
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					
<b>TOTALS</b>	<b>270,872</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
Pilgrim Fence	270,872					

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					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 Days	Included	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	
<b>Planting</b>	<b>146,171</b>	<b>117,918</b>	<b>113,905</b>	<b>186,000</b>	<b>105,213</b>	
Furnish/Install all Project Landscape Planting (Trees, Shrubs, Groundcover, Flowers, Sod, Vines, etc.)	Included	Included	Included	Included	Included	
Planting Legend per L201	Included	Included	Included	Included	Included	
Hydroseed New Field "Sportsfield Mix"	Included	Included	Included	Included	Included	
Staking, Tree Trunk Guards, Headers and Root 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	
<b>Irrigation</b>	<b>169,413</b>	<b>149,757</b>	<b>143,545</b>	<b>178,000</b>	<b>189,247</b>	
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 Flow Sensor, Rain Shut off Device	Included	Included	Included	Included	Included	
Dripline Tubing, Lighting Equipment, Pull Boxes, and 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	
<b>Misc</b>						
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	<b>2,939</b>	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	<b>5,471</b>	6,000	6,000	6,000	

Bid Evaluation Report



Landscape & Irrigation	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Pierre Land.	Advanced Land. 2000	Venco Western	Marina	Date Printed	12/6/2016
					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 C-07	9,999	18,120	18,120	18,120	18,120	
12" Stone Layer, 6" Pea Gravel, 3" Sand & 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	
<b>TOTALS</b>	<b>428,292</b>	<b>363,185</b>	<b>369,596</b>	<b>466,546</b>	<b>396,906</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
Advanced Land. 2000	363,185					

Bid Evaluation Report



Reinforcing Steel	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
	Description	Quality Reinforcing	Vista Steel	Stantru	Rebar Eng.	Date Printed
						12/6/2016
Base Bid	154,165	201,542	148,400	No Bid		
Spec #: 032000	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	30 Days	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			
<b>Rebar</b>	Included	Included	Included			
Buildings 1-4	Included	Included	Included			
Rebar for Footings	Included	Included	Included			
Rebar for Spread Footings	Included	Included	Included			
Rebar for Column Footings	Included	Included	Included			
Rebar for Stair Footings	Included	Included	Included			
Rebar for Pad Footings	Included	Included	Included			
Rebar for Slab 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			
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 Kindergarten per 7/A63.5	In Above	In Above	In Above			
Fire Hydrant Bollards/Footings - 301/C04	In Above	In Above	In Above			
<b>TOTALS</b>	<b>185,415</b>	<b>232,139</b>	<b>182,550</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
Stantru	182,550					



Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Santa Clarita 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			
<b>Structural Concrete</b>	Included	Included			
Base - 2" Sand Fill over Vapor Barrier	Included	Included			
15 mlf. Vapor Barrier by Stego Ind.	Included	Included			
Bentonite Water Stop at Ext Wall Curbs - 1/A61.3	Included	Included			
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - A-61.3	Included	Included			
Bldg 1 - Classroom (S-111 to 13)	Included	Included			
Spread Footings per Schedule on Foundation Pages 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/S301	Included	Included			
24" Conc Footing at Stair 1 per Note on S111	Included	Included			
10'x10'x2' Deep Footing at Exterior Stairs on Grade 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. Column Footings - 8/S303	Included	Included			
2' D Footing by Width as Shown on S111 at Classrooms	Included	Included			
Elevator Pit per 13/S301	Included	Included			
Lt Wt Concrete Fill at Balconies on 2nd Floor of Classroom Bldg - 3/A63.4	60,000	56,000			
Concrete Fill at Pan Filled Metal Stair Treads and 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 S-111, 121, 131, 141 (W-1 to W-6)	Included	Included			

Bid Evaluation Report



Building Concrete	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Santa Clarita Concrete	JT Wimsatt			Date Printed	12/6/2016
5" SOG - 384/S301	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at MPR Bldg 2 per 14/S303 (5)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Admin Bldg 3 per 14/S303 (4)	Included	Included				
11' Deep x 20" Dia Concrete Footing for HSS Column at Kinder Bldg 4 per 14/S303 (10)	Included	Included				
4" Conc Curb at Locker Alcove at MPR Bldg per 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				
<b>TOTALS</b>	<b>1,051,700</b>	<b>1,032,700</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
JT Wimsatt	1,032,700					



Bid Evaluation Report



Masonry	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Loyd Tonsing Masonry	Skidmore Masonry			Date Printed	12/6/2016
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				
Prequalification per Bid Invite	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
<b>Site Masonry</b>						
MFR - Basalite, Crystalline or Orco	Included	Included				
8x8x16 Grey Precision	Included	Included				
8' High 8" CMU Walls at Electrical Enclosure per 1/A01.3 & 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				
<b>Precast Column Covers - 4/A64.4</b>	36,847	36,847				
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				
<b>TOTALS</b>	<b>79,607</b>	<b>79,044</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Skidmore Masonry</b>	<b>79,044</b>					

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Ironman, Inc	Golden State Steel		Date Printed	12/6/2016
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			
<b>Structural Steel</b>	Included	Included			
Contractor to Pay for Inspector Travel Expenses if Fabricator is outside of 25 Miles of Project Site	TBD	TBD			
Bldg 1 - Classroom	Included	Included			
HSS Steel Columns on First & Second Levels - 4x4, 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			
Bldg 2 - MPR	Included	Included			
HSS 6x6 Steel Columns per 14/S303 (5)	Included	Included			
1-1/2" Dia Pipe at Ea End of Parapet Screen Walls 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 and MC10x25 per 19A/S613	Included	2,850			
Bldg 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			
Steel Stairs	Included	Included			
Shop Primed and Painted	Included	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
				Date Printed	12/6/2016
Description	Subcontractors				
	Ironman, Inc	Golden State Steel			
Stairs 1-3 at Classroom Bldg 1 - S114 & S801	Included	Included			
Stair 1 - A1-45.4	Included	Included			
Stair 2 - A1-45.2	Included	Included			
Stair 3 - A1-45.3	Included	Included			
Steel Stairs (Pan Filled Concrete)	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included			
Conc Nosing at Stairs - 6/A1-45.3	2,500	2,500			
Stair Railings and Guardrails	Included	Included			
<b>Railings &amp; Guardrails</b>	Included	Included			
Bldg 1 - Classroom - A1-45.1, 2 & 3	Included	Included			
Stair Railings and Guardrails	Included	Included			
1-1/2" Handrail Both Sides - A63.2	Included	Included			
Guardrail 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			
<b>Site</b>	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 Bolts and Embed Plates	Included	Included			
<b>Misc. Metal</b>	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 - 13/A64.2	4,500	4,500			
Elevator Pit Ladder (1) - 1/A1-45.2 (None Shown)	750	Included			

Bid Evaluation Report



Structural Steel	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Subcontractors				Date Printed	12/6/2016
Description	Ironman, Inc	Golden State Steel			
Elevator Sill Angle & Threshold	Included	1,200			
Roof Access Ladders - 2/A64.4	Included	Included			
Bldg 1 - Classroom (1)	Included	Included			
Bldg 2 - MPR (1)	Included	Included			
Bldg 3 - Admin (1)	Included	Included			
Fixed Sun Screens	Included	Included			
HSS 4x4 Sleeve w/ 3/8" Steel Plate & 6x15" Plate at each Side of Kickers at Window Shades - 20/S602, A64.5, A64.6	Included	Included			
Bldg 1 - Classroom (8)	Included	Included			
Bldg 2 - MPR (6)	Included	Included			
Bldg 3 - Admin (2)	Included	Included			
Bldg 4 - Kindergarten (2)	Included	Included			
<b>TOTALS</b>	<b>501,400</b>	<b>504,880</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>				
<b>Ironman, Inc</b>	<b>501,400</b>				



Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klam	Abdelatif Ent.	JF Construction	Date Printed	12/6/2016
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			
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			
<b>Rough Framing</b>	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	Included	Included			
Simpson HDW as Scheduled	Included	Included			
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing 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/S602	Included	Included			
Wall Framing - 2x4, 2x6, 2x8	Included	Included			
Wood Backing for All Wall Items - Millwork, TV's, 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			
Bldg 1 - Classroom	Included	Included			
Plywood Floor Sheathing - 18/S622	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Kiem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
Flooring & Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
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			
Hardie Board Fascia per Wall Sections on A1-32.1 through A1-32.6	Included	Included			
Install Pipe Columns at Roof Hip Beams - 5&19/S602 (3)	0	0			
Bldg 2 - MPR	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Kitchen Ceiling Joists - S701 & 3/A2-41.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
2x Furring Strips at Tectum Panel Ceiling at 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 Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
1x8 Wood Board at Coat Hooks on 1st and 2nd Floors - 14/A64.4	5,304	5,304			
Roof Crickets per A2-11.2 & S-122	Included	12,000			
Bldg 3 - Adm'n	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
Simpson Strong Walls - SWS B1 & B2	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			
2x6 Framing and Plywood Sheathing at Parapet Screen Wall - 19A/S613 & 11/A64.2	Included	Included			
Roof Crickets per A3-11.2 & S-132	Included	7,200			
Bldg 4 - Kindergarten	Included	Included			
Plywood Roof Sheathing - 18/S622	Included	Included			
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as Shown on A61.1	Included	Included			
Roof Joists per Schedule on Framing Plans per Building 1-4	Included	Included			
1/2" Plywood at Plaster Pilasters - 4/A64.4	Included	Included			

Bid Evaluation Report



Rough Carpentry	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	WS Klem	Abdellatif Ent.	JF Construction	Date Printed	12/6/2016
T1-11 Siding at Underside of Roof Overhang per 2.1/A60.1, 15/A64.2 & A4-11.3	Included	Included			
Hardie Board Fascia per Wall Sections on A4-32.1 through A4-32.4	Included	Included			
Install Pipe Column at Roof Hip Beams - 5&19/S602 (1)	650	650			
<b>Fixed Sun Screens</b>	Included	Included			
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 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			
Bldg 1 - Classroom	Included	Included			
Window Shades (8)	Included	Included			
Bldg 2 - 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			
<b>FRP Panels - Miller Paneling</b>	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			
Bldg 4 - Janitors Closet - 114	Included	Included			
<b>TOTALS</b>	<b>2,984,977</b>	<b>2,997,004</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>				
<b>WS Klem</b>	<b>2,984,977</b>				

Bid Evaluation Report



Cabinets / Millwork	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Stolo Cab.	Fremont 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		
<b>Millwork</b>						
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		
Bldg 1 - Classroom per A1-51.3 & 4	Included	Included	Included	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/A64.3	Included	Included	Included	Included		
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		
Bldg 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		
<b>TOTALS</b>	<b>70,190</b>	<b>71,530</b>	<b>65,974</b>	<b>65,042</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>ICI Millwork</b>	<b>65,042</b>					

Bid Evaluation Report



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Systems WP	Angelus WP	Eberhard	Letner	Date Printed	12/6/2016
					Base Bid	33,200
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		
<b>Waterproofing</b>	Included	Included	Included	Included		
Hot Fluid Applied	Included	Included	Included	Included		
MFR - Tremco, American Hydrotech, Barrett	Included	Included	Included	Included		
At Exterior Decks on Bldg 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		
<b>Caulking &amp; Sealants</b>	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		
<b>Sealed Concrete per RFI 10</b>	Included	Included	Included	Included		
Conc - Natural Concrete Sealed	Included	Included	Included	Included		
MFR - Concrete Coatings Inc. - CCI SuperSeal 20-WB	Included	Included	Included	Included		
Storage, Data, Elec, Custodian, Control and Fire Riser Rooms per Finish Schedule	25,594	25,594	25,594	25,594		
Bldg 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		
Bldg 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



Waterproofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	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		
<b>TOTALS</b>	<b>95,436</b>	<b>105,736</b>	<b>125,351</b>	<b>107,866</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Systems WP</b>	<b>95,436</b>					





Bid Evaluation Report



Sheet Metal & Metal Panels	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	R&J SM	Merit Metal Products				
Base Bid	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				
<b>Sheet Metal</b>	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 - 12813/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				
Bldg 1 - Classroom - (1)	Included	Included				

Bid Evaluation Report



<b>Sheet Metal &amp; Metal Panels</b>		<b>Elm Street Elementary School Reconstruction</b>			<b>Job Number</b>	<b>Elm</b>
<b>Subcontractors</b>					<b>Bid Date</b>	<b>12/7/2016</b>
					<b>Date Printed</b>	<b>12/6/2016</b>
<b>Description</b>	<b>R&amp;J SM</b>	<b>Merit Metal Products</b>				
Bldg 2 - MPR (1)	Included	Included				
Bldg 3 - Admin (1)	Included	Included				
<b>GFRC Panels - RFI 50</b>						
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				
<b>TOTALS</b>	<b>220,506</b>	<b>223,824</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
R&J SM	220,506					

Bid Evaluation Report



Roofing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Eberhard	Letrier	Best Cont.	Commercial Roofing	Ferguson & 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	90 Days	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		
<b>Asphalt Shingles</b>	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		
<b>TPO Roofing</b>	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		
<b>TOTALS</b>	<b>344,200</b>	<b>422,350</b>	<b>472,000</b>	<b>352,124</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Eberhard</b>	<b>344,200</b>					

Bid Evaluation Report



Doors, Frames & Hardware		Elm Street Elementary School Reconstruction			Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Design Hardware	Star Hardware	Construction Hardware			
Base Bid	277,648	225,035	222,820			
Spec #: 081113, 081416, 087100 1-4	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			
<b>Hollow Metal Doors and Frames</b>	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 per 1/A0-1.3 (1)	1,250	1,250	1,250			
Bldg 1 - Classroom - A1-52.1	Included	Included	Included			
Bldg 2 - MPR - A2-52.1	Included	Included	Included			
Bldg 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			
<b>Door Hardware</b>	Included	Included	Included			
Hardware per Schedule in Specs per Bldg 1-4	Included	Included	Included			
Door Thresholds	Included	Included	Included			
<b>Misc. Door Hardware</b>	Included	Included	Included			
Storefront Doors	13,000	11,550	12,760			
Panic Hardware at Gates - 9 Doubles & 1 Single	In Fencing	In Fencing	In Fencing			
<b>TOTALS</b>	<b>291,898</b>	<b>237,835</b>	<b>236,830</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Construction Hardware</b>	<b>236,830</b>					

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Santa Barbara Glass	Coast to Coast			
Base Bid	259,650	No Bid			
Spec #: 084313, 085113, 088000, 102229	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				
<b>Aluminum-Framed Storefronts</b>	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 per RFI 51	Included				
Bldg 3 - Admin	Included				
Breakout Rooms 128, 129, 130 - 1/A3-52.2	Included				
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				
Storefront Hardware	33,125				
<b>Aluminum Windows</b>	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 23	Included				
Bldg 1 - Classroom - A1-52.2	Included				
Type 1 - 6x6 (46)	Included				
Type 2 - 4x6 (4)	Included				
Type 3 - 6x2 (42)	Included				
Bldg 2 - MPR - A2-52.1	Included				
Type 1 - 8x2 (2)	Included				
Type 2 - 6x2 (4)	Included				
Type 3 - 8x4 (2)	Included				
Type 4 - 10x4 (5)	Included				

Bid Evaluation Report



Glass & Glazing	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Santa Barbara Glass	Coast to Coast				
Type 5 - 8x4 (3)	Included					
Bldg 3 - Admin - A3-52.1	Included					
Type 1 - 6'-10"x6 (16)	Included					
Type 2 - 4x6 (4)	Included					
Type 3 - 5x6 (1)	Included					
Type 4 - 6x6 (4)	Included					
Type 5 - 4x4 (1)	Included					
Bldg 4 - Kindergarten - A4-52.1	Included					
Type 1 - 6x4 (20)	Included					
Sealing and Caulking for All Window/Door Systems per Arch Details	24,250					
<b>Glazing</b>	Included					
Glass for Vision Lites, Storefronts & Windows	Included					
Admin Bldg - Office Doors - 103, 104, 105, 106, 107, 110	Included					
<b>Full Height Glazed Partition System</b>	N/A					
MFR - Avanti Solare	N/A					
Breakout Room 1, 2 & 3 per A3-11.1	N/A					
<b>TOTALS</b>	<b>317,025</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Santa Barbara Glass</b>	<b>317,025</b>					

Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / 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
<b>Plaster</b>	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&B/A62.2	Included	Included	Included	Included	Included	Included
Wainscoting at Exterior of Buildings up to 3' High per 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



Bid Evaluation Report



Plaster & Drywall	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Church and Larsen	Berger Bros.	Rutherford Co.	Premier Drywall	Pacific Int. / Perlite Plaster	Jade, Inc / Perlite Plaster
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
<b>Drywall</b>	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/A4-32.1 & 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 Based on Paint or Wall Finish	Included	Included	Included	Included	Included	Included
Fire Resistant Sealants at Head and Base of Walls 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	10,800	10,801	10,802	10,803
<b>TOTALS</b>	<b>2,317,950</b>	<b>1,559,031</b>	<b>1,848,940</b>	<b>1,674,898</b>	<b>1,516,532</b>	<b>1,689,941</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Pacific Int. / Perlite Plaster</b>	<b>1,516,532</b>					

Bid Evaluation Report



Tile Flooring	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Stoneware Tile	J. Colavin & Son	Stonerock Tile		
Base Bid	118,809	145,690	171,350		
Spec #: 093000, 090561	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	30 Days	90 Days	60 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		
<b>Tile</b>	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 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 A1-41.3 & A1-51.1 & 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, 114	In Above	Included	Included		
Bldg 3 - Admin per A3-41.1 & A3-51.1	Included	Included	Included		
Rms - 115, 117, 118	Included	Included	Included		
Bldg 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		
<b>TOTALS</b>	<b>118,809</b>	<b>145,690</b>	<b>171,350</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>				
<b>Stoneware Tile</b>	<b>118,809</b>				

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Southwest Acoustical Int.	Sound Control	Commercial Interiors	Eiljay Acoustics	Date Printed	12/6/2016
					Cali-USA Acoustics	Prime Acoustics
Base Bid	174,760	212,000	196,568	282,000	178,000	221,000
Spec #: 095100, 098400, 098413	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	30 Days	60 Days	Included	Included	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/A	N/A	N/A	N/A	N/A	N/A
<b>Acoustical Panel Ceilings</b>	Included	Included	Included	Included	Included	Included
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included	Included	Included
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included	Included	Included	Included	Included
Prefinished Aluminum Capping (White) per Specs 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 Ceiling 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
Bldg 1 - Classroom - A1-11.4 & 5	Included	Included	Included	Included	Included	Included
Bldg 3 - Admin - A3-11.3	Included	Included	Included	Included	Included	Included
Bldg 4 - Kinder - A4-11.3	Included	Included	Included	Included	Included	Included
<b>Fixed Sound-Absorptive Panels</b>	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
Bldg 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
<b>Acoustic Room Components</b>	N/A	N/A	N/A	N/A	N/A	N/A

Bid Evaluation Report



<b>Acoustical Ceilings</b>		<b>Elm Street Elementary School Reconstruction</b>				<b>Job Number</b>	<b>Est</b>
		<b>Subcontractors</b>				<b>Bid Date</b>	<b>12/7/2016</b>
						<b>Date Printed</b>	<b>12/6/2016</b>
<b>Description</b>	<b>Southwest Acoustical Int.</b>	<b>Sound Control</b>	<b>Commercial Interiors</b>	<b>Elitjay Acoustics</b>	<b>Cali-USA Acoustics</b>	<b>Prime Acoustics</b>	
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTALS</b>	<b>194,496</b>	<b>232,636</b>	<b>215,362</b>	<b>301,736</b>	<b>190,736</b>	<b>240,736</b>	
<b>Recommendation:</b>	<b>Amount</b>						
<b>Cali-USA Acoustics</b>	<b>190,736</b>						

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-Glo	Date Printed	12/6/2016
					Base Bid	200,370
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		
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		
<b>Acoustical Panel Ceilings</b>	Included	Included	Included	Included		
MFR - Armstrong, ACP, CerainTeed, Hunter Douglas or USG	Included	Included	Included	Included		
Armstrong Fine Fissured, White, No Pattern, 3/4" 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 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		
Bldg 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		
<b>Fixed Sound-Absorptive Panels</b>	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		
Bldg 2 -MPR	Included	Included	Included	Included		
2" Tectum Ceiling Panels	Included	Included	Included	Included		
Presentation Area - 8/A64.2	Included	Included	Included	Included		
2x Furring at Presentation Ceiling - 8/A64.2	2,736	2,736	2,736	2,736		
Multi-Purpose Room -2/A64.2	Included	Included	Included	Included		
2" x 4' High Tectum Wall Panels - A2-51.1	Included	Included	Included	Included		
<b>Acoustic Room Components</b>	N/A	N/A	N/A	N/A		

Bid Evaluation Report



Acoustical Ceilings	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hamilton Ceiling Systems	CG Acoustics	Chaney Company	Coustic-Glo	Date Printed	12/6/2016
Mineral Fiber Core Ceiling Baffles	N/A	N/A	N/A	N/A		
<b>TOTALS</b>	<b>220,106</b>	<b>221,236</b>	<b>267,936</b>	<b>386,329</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
Call-USA Acoustics	190,736					

Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Date Printed	12/6/2016
					Reliable Flooring	
Base Bid	115,000	191,618	152,745	102,721	108,814	
Spec #: 096500, 096566, 096800, 090561	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	30 Days	60 Days	Included	60 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	
<b>Flooring</b>						
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	
<b>Resilient Flooring</b>	Included	Included	Included	Included	Included	
MFR - Armstrong, Exelon, Imperial Textures 12"x12" - RFI 10	Included	Included	Included	Included	Included	
Resilient Base - Rubber, Cove, 4"	Included	Included	Included	Included	Included	
Bldg 1 - Classroom	Included	Included	Included	Included	Included	
All Classrooms	Included	Included	Included	Included	Included	
VCT in Elevator Cab per 7/Gen-6	650	650	650	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	
Bldg 4 - Kindergarten	Included	Included	Included	Included	Included	
Rms - 101-105, 109, 110	Included	Included	Included	Included	Included	
<b>Carpet Tile</b>	Included	Included	Included	Included	Included	
MFR - Shaw, Tandus, Aladdin	Included	Included	Included	Included	Included	
Broadloom Carpet: Patcraft - 10129 Night Moves, 2970I Romance - RFI 16	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
Rms - 103-106, 124-130	Included	Included	Included	Included	Included	
<b>Resilient Athletic Flooring</b>	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	



Bid Evaluation Report



Carpet & Resilient Flooring	Elm Street Elementary School Reconstruction					Job Number	Elm
						Bid Date	12/7/2016
Subcontractors						Date Printed	12/6/2016
Description	Hur Flooring	JJJ Flooring	Floor Tech America	Continental Flooring	Reliable Flooring		
Color A & B - A63.3	Included	Included	Included	Included	Included	Included	
Bldg 2 - MPR	Included	Included	Included	Included	Included	Included	
Rm - 101 & 105	Included	Included	Included	Included	Included	Included	
Basketball Court Striping - 1&2/A63.3	5,500	5,500	5,500	5,500	5,500	5,500	
Volleyball Court	In Above	In Above	In Above	In Above	In Above	In Above	
Basketball Court	In Above	In Above	In Above	In Above	In Above	In Above	
<b>TOTALS</b>	<b>121,150</b>	<b>197,768</b>	<b>158,895</b>	<b>115,371</b>	<b>114,964</b>	<b>0</b>	
<b>Recommendation:</b>	<b>Amount</b>						
<b>Reliable Flooring</b>	<b>114,964</b>						

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Triumph Painting	Borbon Inc	Channel Coast 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/A	N/A	N/A	N/A	N/A	N/A
<b>Painting and Coating</b>						
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	Included	Included	Included	Included	Included	Included
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included	Included	Included
Shop-Primed Items	Included	Included	Included	Included	Included	Included
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included	14,500	Included	Included	Included
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included	Included	Included
<b>Intumescent Fireproofing</b>	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
Bldg 1 - (22)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 2 - (5)	In Above	Included	In Above	In Above	In Above	In Above
Bldg 3 - (4)	In Above	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

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Triumph Painting	Borbon Inc	Channel Coast Corp	Vanguard	Prime Painting	Valley Painting
TOTALS	390,734	336,775	374,322	329,600	330,000	463,465
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting	Date Printed	12/6/2016
Base Bid	368,123	343,000	Incomplete		
Spec #: 099000	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	Included			
Prevailing Wage	Included	Included			
Prequalification per Bid Invite	N/A	N/A			
	N/A	N/A			
<b>Painting and Coating</b>					
BOD - Dunn Edwards or EM, PPG, SW, Vista	Included	Included			
Colors TBD - RFI 10	Included	Included			
Bldg 1 Finish Sch - A1-53.1	Included	Included			
Bldg 2 Finish Sch - A2-53.1	Included	Included			
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 Bldgs	Included	Included			
Walls and Ceilings	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included			
Shop-Primed Items	Included	Included			
High Performance Coating at Ext. Hand and Guardrails - A63.2	Included	Included			
Exterior Stairs Shop Primed and Painted	Included	Included			
<b>Intumescent Fireproofing</b>	110,000	110,000			
HSS Steel at Ext. Column Covers per 3/A64.4	In Above	In Above			
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			

Bid Evaluation Report



Painting	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Subcontractors					Date Printed	12/6/2016
Description	Guy Smithson	Pacific Painting Co	ISR Painting			
TOTALS	478,123	453,000	0	0	0	0
Recommendation:	Amount					
Vanguard	329,600					

Bid Evaluation Report



Visual Display Boards	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	ABC School Equip	Claridge	SDI			
Base Bid	398,807	525,000	527,666			
Spec #: 101101	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	90 Days	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			
<b>Visual Display Boards</b>						
MFR - MooreCo, Claridge or Polyvision	Polyvision	Claridge	Per Specs			
Marker & Tack Boards	Included	Included	Included			
Mounting Details 12/A64.3	Included	Included	Included			
Bldg 1 - Classroom	Included	Included	Included			
Horizontal Sliding Unit Wall System by Claridge per 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 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			
<b>TOTALS</b>	<b>527,857</b>	<b>525,000</b>	<b>527,666</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Claridge</b>	<b>525,000</b>					

Bid Evaluation Report



Signage	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	A2Z Sign Co	CA Signs	Kendall Sign	A Good Sign	CA Signs - San Diego	John Pence Bldg 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	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/A	N/A	N/A	N/A	N/A	N/A
<b>Signage</b>						
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 Bldg	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 Callouts on Elevations)	6,500	Included	6,500	6,500	6,500	6,500
<b>Site Signage</b>	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
<b>Electronic Sign</b>	Included	Included	Included	Included	Included	Included
MFR - Daktronics Galaxy G6 Series 19.8 mm (6'-9" x 3'-8")	Included	Included	Included	Included	Included	Included
Electronic Message Board at MPR Bldg per 1/A2-21.1 & 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
<b>TOTALS</b>	<b>68,831</b>	<b>79,774</b>	<b>60,785</b>	<b>69,475</b>	<b>63,862</b>	<b>69,517</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Kendall Sign</b>	<b>60,785</b>					



Bid Evaluation Report



Toilet Compartments & Accessories	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Subcontractors					
	Inland Empire Arch	SDI	Russco	John Pence Bldg 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		
<b>Toilet Compartments &amp; Accessories</b>						
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 Rods, Clothes Hooks, Utility Shelves Shower Curtains Mop/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		
<b>TOTALS</b>	<b>48,757</b>	<b>48,061</b>	<b>56,601</b>	<b>59,800</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>SDI</b>	<b>48,061</b>					







Bid Evaluation Report



Fire Sprinklers	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Data Printed	12/6/2016
	Apex Fire 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 Bid Invite	Yes	Yes				
Attachment C Acknowledgement	N/A	N/A				
<b>Fire Sprinklers</b>						
MFR - Tyco	Included	Included				
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included				
Bldg 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				
Upright Sprinkler Defectors 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				
<b>TOTALS</b>	<b>519,900</b>	<b>283,790</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Superior Fire</b>	<b>283,790</b>					

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific 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		
Prequalification per Bid Invite	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
<b>Site Utilities</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>		
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		
Sawcutting 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		
<b>Sewer</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>		
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		
<b>Storm Drain</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>	<b>Included</b>		
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 - 11/C02 (3)	Included	Included	Included	Included		
24"x24" Prefabricated Catch Basin at Biofiltration - 11/C02 (1)	Included	Included	Included	Included		
Storm Drain Manhole per Riverside County Flood Control, STD, MH251 (C4.4)	Included	Included	Included	Included		
Contech Detention System at Parking Lot per C10 - C13	Included	Included	Included	Included		

Bid Evaluation Report



Site Utilities	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
					Date Printed	12/6/2016
Description	Ground Breakers	Toro Ent.	J. Vega Eng.	Burns Pacific Const.		
(2) Catch Basins Under Each Playground Rubber Surface and Tied Into SD System per 7/A63.5 & (RFI 47)	3,500	3,500	3,500	Included		
Roof Drain Connections (15)	9,000	9,000	Included	8,245		
<b>Street Work (Sewer and Storm Trench Repairs Only)</b>	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		
<b>Fire Water per C-08 (RFI 4)</b>	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		
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		
<b>Domestic Water and Irrigation</b>	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		
<b>Gas</b>	Included	40,000	Included	Included		
Gas Lines per Plumbing P005	Included	Included	Included	Included		
Performance Contingency	N/A	N/A	45,000	N/A		
<b>TOTALS</b>	<b>698,032</b>	<b>580,128</b>	<b>519,039</b>	<b>541,895</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>J. Vega Eng.</b>	<b>519,039</b>					



Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
					Precision Plumbing	
Base Bid	744,973	879,641	780,000	722,000	706,474	
Spec #: 220500, 220513, 220553, 220700, 221000	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	15 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalification per Bid Invite	Yes	Yes	Yes	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
<b>Plumbing</b>	Included	Included	Included	Included	Included	
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 & 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 P3-2.2) **Missing Plan/Risers at Classroom Bldg** (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 Admin - P2-1.3 & P3-1.3	Included	Included	Included	Included	Included	
1.5, 2" VTR Piping at Bldg 1 Classroom & Bldg 4 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	

Bid Evaluation Report



Plumbing	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	HL Moe Co.	Suttles Plumbing	City Commercial	Date Printed	12/6/2016
Piping Insulation	Included	Included	Included	Included	Precision Plumbing	
Supports / Anchors / Seismic 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 / Hoisting	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	
<b>TOTALS</b>	<b>767,473</b>	<b>902,141</b>	<b>802,500</b>	<b>747,000</b>	<b>728,974</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Precision Plumbing</b>	<b>728,974</b>					

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
					Bid Date	12/7/2016
Description	Subcontractors				Date Printed	12/6/2016
	Smith Elec.	Acco Eng.	United Mech.	Sheldon 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	
<b>HVAC</b>	Included	Included	Included	Included	Included	
<b>Equipment</b>	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	
<b>Buildings</b>	Included	Included	Included	Included	Included	
Enviro Controls and EMS (DDC)	Included	Included	Included	Included	Included	
MFR - Alerton, Auto Logic, Honeywell, Johnson, 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	
Bldg 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 by Food Service Contractor)	Included	Included	Included	Included	Included	
Bldg 3 - Admin	Included	Included	Included	Included	Included	
2 Roof Units with Factory Curbs	Included	Included	Included	Included	Included	

Bid Evaluation Report



HVAC	Elm Street Elementary School Reconstruction				Job Number	Elm
	Subcontractors				Bid Date	12/7/2016
Description	Smith Elec.	Acco Eng.	United Mech.	Sheldon Mech.	Date Printed	12/6/2016
					Climate Control	
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 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	
<b>TOTALS</b>	<b>1,273,955</b>	<b>1,406,229</b>	<b>1,399,230</b>	<b>1,226,000</b>	<b>2,119,673</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>					
<b>Sheldon Mech.</b>	<b>1,226,000</b>					

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	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, 265200, 265561	Included	Included	Included		
Spec #: 270536, 275116, 275123.50, 281600, 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		
Prequalification per Bid Invite	Yes	Yes	Yes		
Attachment C Acknowledgement	Included	Included	Included		
<b>Electrical</b>	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for Construction Offices	Included	Included	Included		
Temporary Power - Install, Maintain, Relocate for 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		
<b>Site</b>	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 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		
U/G Power Distribution for Site Lighting	Included	Included	Included		
<b>Buildings 1-4</b>	Included	Included	Included		
Lighting Fixtures per Schedule on E0.5	Included	Included	Included		
Mechanical Schedule - E0.6	Included	Included	Included		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
Cable Schedule - E0.4	Included	Included	Included		
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		
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		
Bldg 1 - Classroom	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
Elec & Comm Rooms 114 & 115 - E1-3.1	Included	Included	Included		
Bldg 2 - MPR	Included	Included	Included		
All Conduit for Thermostats, Exhaust Fans, Security/Motion, MEP Trades as Required	Included	Included	Included		
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, 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, 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		

Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
				Bid Date	12/7/2016
Description	Subcontractors			Date Printed	12/6/2016
	Venco Elec.	Taft Elec.	Oilfield Elec.		
Bldg 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		
Panels & Receptacles	Included	Included	Included		
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 Enclosures - E7.10	Included	Included	Included		
Communications Cabling	Included	Included	Included		
Devices, Equipment, Conduit & Conductors	Included	Included	Included		
Public Address/Clock System	Included	Included	Included		
MFR - Atlas Sound Wall Speaker/Clock Combo	Included	Included	Included		
Alt by Valcorn	Included	Included	Included		
Assistive Listening System	Included	Included	Included		
MFR - Listen Technologies	Included	Included	Included		
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		
Intrusion Alarm System	26,080	Included	26,080		
Contractor to Have C7 and C10 License	In Above	Included	In Above		
MFR - Digital Monitoring Products (DMP)	In Above	Included	In Above		
Complete System - Devices, Equipment, Conduit, Cameras & Installation	In Above	Included	In Above		
Video Surveillance (CCTV) System	72,395	Included	72,395		
Complete System - Devices, Equipment, Conduit, 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 Gamewill-FCI	In Above	Included	Included		
Complete Addressable Fire Alarm System	In Above	Included	Included		



Bid Evaluation Report



Electrical / Low Voltage	Elm Street Elementary School Reconstruction			Job Number	Elm
	Subcontractors			Bid Date	12/7/2016
Description	Venco Elec.	Taft Elec.	Oilfield Elec.	Date Printed	12/6/2016
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		
<b>TOTALS</b>	<b>2,657,756</b>	<b>2,415,989</b>	<b>2,569,739</b>	<b>0</b>	<b>0</b>
<b>Recommendation:</b>	<b>Amount</b>				
<b>Taft Elec.</b>	<b>2,415,989</b>				

Bid Evaluation Report



Building Specialties		Elm Street Elementary School Reconstruction	Job Number	Elm
			Bid Date	12/7/2016
			Date Printed	12/6/2016
Div	Description	Amount	Recommended Subcontractor	Bids Received
104400	<b>Fire Extinguishers &amp; Specialties</b> FEC at Elec Yard - Surface Mount per 16/A64.4 (1) Bldg 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)	6,150	Glendon Co.	5
105100	<b>Lockers</b> MFR - Art Metal, Penco, Republic Locker Alcove 2-113 2-Tier Lockers per 6&7/A64.4	1,650	John Pence	3
107500	<b>Flagpoles</b> Flag Pole 35' per 8/A64.4 (1) Set Pole Footing per Site Concrete	4,293	Pole Tech	2
114800	<b>Physical Education Equipment</b> MFR - Jaypro, Cassidy, Draper Volleyball Sleeves, Standards, Net, Antenna Ref Stand and Pad	5,150	Bernards	
124813	<b>Entrance Floor Mats</b> MFR - AFP, RC Musson, Pawling Rubber Mat 1/4" Thick, 48x72	N/A	N/A	
126823	<b>Folding Cafeteria Tables</b>	OFOI	OFOI	
N/A	<b>Misc Site Furnishings</b> Benches at Site per S32/A0-1.1 (18) Rubber Play Surface at Playgrounds - Kindergarten & Playground - 7/A63.5 Relocate Existing Playground Equipment and 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 1-1/2" High x 1-5/8" Deep Bldg 1 = 544 Bldg 4 = 60	128,099	Bernards	
N/A	<b>Misc Equipment (TV's)</b> TV's in Classrooms MFR - Sharp 50" & 60" LE650U 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) TV Mounts (4)	121,300	Bernards	
N/A	<b>Final Cleanup</b> Exterior Interior	68,534	Bernards	
<b>Total</b>		<b>335,176</b>	<b>Bids Received</b>	<b>10</b>

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: \_\_\_\_\_
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**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 Renner, CSEA LLR

District Bargaining Team

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
- ARTICLE 14: ANNUAL WORK CALENDAR AND HOLIDAYS
- 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):**

District Goal One: 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



Dr. Jesus Vaca, Negotiator



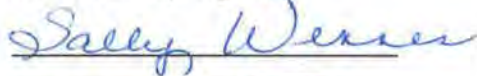
Janet Penanhoat, Negotiator



Chris Ridge, Negotiator



Dr. Edd Bond, Negotiator



Sally Wennes, Negotiator



David Fateh, Negotiator

For CSEA



Shari Rascon, Negotiator



John Avalos, Negotiator



Luz Chavez, Negotiator



Yvonne Brown, Negotiator

Maria Aspera, Negotiator



Christian Vasquez, Negotiator



Roderick Warrick, Negotiator



Sylvia Carrillo, Negotiator



Jennifer Rener, CSEA LRR



**OSD and CSEA Articles Negotiated  
2017-2018 School Year**

**Article 2 – CHECK-OFF AND ORGANIZATIONAL SECURITY**

• 2.3.1 **APPENDIX B**

**DUES/SERVICE FEE SCHEDULE**

The per capita dues of the State Association shall be assessed at the rate of \$1.5% of the first ~~\$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 ~~\$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 Release time for Negotiations: CSEA shall have the right to designate up to a maximum ~~(7)~~ (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 **1% on schedule retroactive to July 1, 2017.**

**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 ~~2012-2015, 2015-2016, and 2016-2017~~ **2018-2019, 2019-2020 and 2021 school years (attached herein).**

**Article 14.2.2**

- ~~2014-2015~~ **2018-2019**                      ~~December 26, 2014~~      **December 26, 2018**  
    ~~2015-2016~~ **2019-2020**                      ~~December 28, 2015~~      **December 23, 2019**  
    ~~2016-2017~~ **2020-2021**                      ~~December 27, 2016~~      **TBD**

## 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 ~~2015-16~~ **2018-19** two additional articles may be selected by each party and for the ~~2016-17~~ **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**

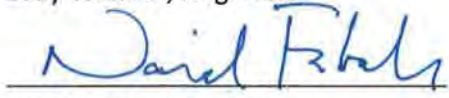
  
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Edd Bond, Negotiator


  
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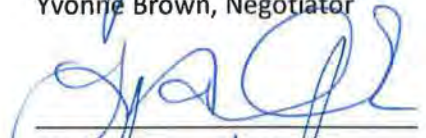
**For CSEA**

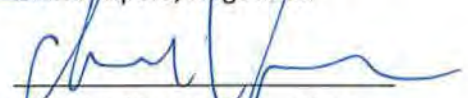
  
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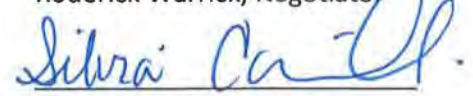
  
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Roderick Warrick, Negotiator

  
Sylvia Carrillo, Negotiator

  
Jennifer Reher, 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
Range 35.0	\$7,380	\$7,750	\$8,137	\$8,545	\$8,973



**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.

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**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 you!!

*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
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 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)**

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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:

CSEA Bargaining Team

Brenda Muth, President  
Jose Carranza  
Monica Garcia  
Lauren Kaprielian  
Annette Murguia  
Steve Tobey  
Irene Zavala

District Bargaining Team

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):**

District Goal One: 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      Definition of Terms

7.1.1      Years of Service.      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      Assignment.      An assignment is the placement of a unit member in a specific program, department or site.

7.1.3      Reassignment.      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      Position.      A position is a specific job classification.

7.1.5      Reduction.      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      Reassignment After the Start of the Unit Member’s Work Year ~~Upon request,~~  
*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.*

7.23.1.2      The District shall notify the unit member at least ten (10) days prior in writing/email to the reassignment.

7.23.1.2 3      The unit member shall receive upon request a written explanation of the reasons or the reassignment and selection of the particular unit member.

7.23.1.3 ——— 4

An Association representative, with the permission of the unit member, may be present during consultation regarding the proposed reassignment.

7.34      Unit Member-Initiated Reassignment

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 five-step 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 Reduction

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.

7.56 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 Definition of Terms

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.

8.1.2 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

<b>Nurse</b>		Days 183	
	Daily Rate	Column	Anniversary
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	

<b>Nurse w/Masters*</b>		Days 183	
	Daily Rate	Column	Anniversary
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	

<b>School Counselor</b>		Days 183	
	Daily Rate	Column	Anniversary
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	

<b>Coordinator (Nurse)</b>		Days 210	
	Daily Rate	Column	Anniversary
Step 1	\$ 494	\$ 103,746	\$ 2,434
Step 2	\$ 516	\$ 108,364	
Step 3	\$ 539	\$ 113,211	
Step 4	\$ 563	\$ 118,310	
Step 5	\$ 589	\$ 123,657	

<b>Speech Therapist</b>		Days 183	
	Daily Rate	Column	Anniversary
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	

<b>Psychologist</b>		Days 195	
	Daily Rate	Column	Anniversary
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	

<b>Coordinator</b>		Days 180	
	Daily Rate	Column	Anniversary
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	

<b>Coordinator</b>		Days 205	
	Daily Rate	Column	Anniversary
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	

<b>Coordinator</b>		Days 190	
	Daily Rate	Column	Anniversary
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	

Behavior Specialist and Program Specialist are on Coordinator 190 day schedule.

**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

\*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.

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**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. Jesus Vaca**

Date of Meeting: **June 6, 2018**

- A. Preliminary Study Session Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda Agreement Category: \_\_\_\_\_
- D. Action Items   X
- 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)**

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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 *Management Employees	<ul style="list-style-type: none"><li>• 1% on-going COLA, retroactive to 7/1/17</li></ul>
Confidential Employees * Confidential Employees	<ul style="list-style-type: none"><li>• 1% on-going COLA, retroactive to 7/1/17</li></ul>

**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):**

District Goal One: All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2017-18**  
**(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:

Management Service	Vacation Days	
	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.

<i>Position</i>	<i>Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
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 Accident
- B. Dental with/Ortho
- C. Vision
- D. 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 date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Certificated 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.** 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.

<b>Description</b>	<b>Days</b>	<b>Daily Rate</b>	<b>Annual Salary</b>
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:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. 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

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2017-18**  
**(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:

Management Service	Vacation Days	
	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.

<b>Position</b>	<b>Paid Days*</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
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.

**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:

- 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						ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	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:

- 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 \_\_\_\_\_

**Consider Approval of Employment Agreement for Assistant Superintendent, Educational Services/Chief Academic Officer**

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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 ending 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 predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Assistant Superintendent by July 1st, of each year of this Agreement. The Superintendent shall endeavor to perform an assessment by March 1<sup>st</sup> 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.

6. **SICK LEAVE:** The Assistant Superintendent shall receive twelve (12) days paid sick leave per year.

7. VACATION:

- 7.1 The Assistant Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Assistant Superintendent at the beginning of each school year. The Assistant Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Assistant Superintendent's daily rate of pay and will be paid by June 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-of-state travel must be approved by the Board of Trustees.
- 10.2 The District shall provide a reasonable amount of time for the Assistant Superintendent to participate in such professional growth activities.
- 10.3 The Assistant Superintendent shall provide the District with a record of 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 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

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**

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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
- 2) First Amendment Employment Agreement- Assistant Superintendent, Business & Fiscal Services
- 3) 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 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, 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 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

Regular Board Meeting  
March 15, 2017

Minutes not yet approved

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.

CALL TO ORDER

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.

ROLL CALL

Edgar Mejia, 5<sup>th</sup> grader in Ms. Lucinda Harrel’s class, led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Berenis Zamora, 5<sup>th</sup> grader in Ms. Sandy Sloan’s and Ms. Joy Garza’s class, And Alexia Valencia, 5<sup>th</sup> grader in Ms. Laura Pigeon’s class, read the District’s Vision and Mission Statements in English; Josiah Melgoza, 5<sup>th</sup> grader in Ms. Lucinda Harrel’s class, read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

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

AWARD PRESENTATION TO CHAVEZ, DRIFFILL, KAMALA AND LEMONWOOD SCHOOLS FROM SANTA TO THE SEA ORGANIZATION

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.

PRESENTATION BY MARSHALL SCHOOL OF VISUAL & PERFORMING ARTS

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

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.

RECOGNITION OF  
AFRICAN AMERICAN  
SPEECH EXPO  
WINNERS

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

ADOPTION OF THE  
AGENDA

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 dsistricts 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.

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

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.

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:

PUBLIC COMMENT  
CLOSED SESSION

- 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.

CLOSED SESSION

President Morrison reported the Board would be returning to closed session after the regular board meeting to complete the items on the closed session agenda.

REPORT ON CLOSED SESSION

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.

RECOGNITION OF OXNARD SCHOOL DISTRICT'S MILLION WORD READERS

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](http://www.caschooldashboard.org)

CALIFORNIA SCHOOL DASHBOARD REPORT

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 Spanish.

RULES FOR PRESENTATIONS

No one addressed the Board of Trustees during public comment.

PUBLIC COMMENT

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 of 4-0, as amended.

CONSENT AGENDA (Motion #16-103)

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.

C.2 Approved the following agreements:

(Approval of 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.

(Ratification of Agreements)

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.

(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)

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.

(Approval of Amendment #003 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project)

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.

(Approval of Amendment #004 to Agreement #12-231 with SVA Architects To Provide Additional Architectural Services for the Lemonwood School Reconstruction Project)

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.

(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. (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)
- 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. (Approval of Notice of Completion, ESC Lobby Remodel Project, Bid #16-INF-02)
- C.10 Approved the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #15-01, Ritche School HVAC Chiller Plant Project with Bon Air Inc. (Approval of Notice of Completion, Ritche School HVAC Chiller Plant Project, Bid #15-01)
- 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. (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)
- 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. (Approval of Public Hearing to Present the Results of A Preliminary Environmental Assessment 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. (Setting of Date for Public Hearing – School Facilities Needs Analysis Report)
- C.14 Approved Purchase Order/Draft Payment Report #16-07, as submitted. (Purchase Order/Draft Payment Report #16-07)
- C.15 Accepted district’s enrollment report for the month of February 2017. (Enrollment Report)
- C.16 *Item was pulled from the agenda.* (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

C.17 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Establish/Abolish/Reduce  
/Increase Hours of  
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:

(Personnel Actions)

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.

(CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<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
<u>Leave of Absence</u>		
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>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Alonso, Raul	Maintenance Worker I, Position #5844 Facilities 8.0 hrs./246 days	03/18/2017
Cairns, Allison	Assistant Director of Child Nutrition Services, Position #2873 Child Nutrition 8.0 hrs./246 days	02/24/2017
Castellanos Vizcaino, Ana Luisa	Paraeducator I (B), Position #7170  Curren 4.10 hrs./183 days	02/23/2017
De Lira, Gloria	Paraeducator I (B), Position #7821 Lemonwood 5.5 hrs./183 days	02/27/2017
Escobar Rivas, Yuriana	Paraeducator I (B), Position #7825 McKinna 5.0 hrs./183 days	02/21/2017
Vasquez Mendoza, Anita	Paraeducator III, Position #2903 Special Education 5.75 hrs./183 days	02/27/2017
<u>Limited Term</u>		
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
<u>Exempt</u>		
Jimenez, Inez	Campus Assistant	02/24/2017
<u>Transfer</u>		
Duarte, Angela	Administrative Assistant, Position #560 English Learner Services 8.0 hrs./246 days School Office Manager, Position #989 Brekke 8.0 hrs./210 days	02/27/2017
Frenes Jr., Daniel	Custodian, Position #1510 Curren 8.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	04/07/2017
Stankoski, Jodi	Credential Technician, Position #376 Certificated Human Resources Position Control Specialist, Position #1263 Budget & Finance 8.0 hrs./246 days	02/27/2017
<u>Leave of Absence</u>		

Peralta, Ramona	Preschool Assistant, Position #2663 Rose Ave. 3.0 hrs./183 days	02/21/2017-02/24/2017
Banales, Lizbeth	Paraeducator II, Position #2750 Wednesdays only Special Education 5.0 hrs./183 days	01/25/2017-05/17/2017
<u>Resignation</u>		
Ford, Griffin	Accounting Specialist III, Position #846 Budget & Finance 8.0 hrs./246 days	03/17/2017
Lee, Claudia	Paraeducator I (B), Position #2805 Harrington 4.0 hrs./183 days	02/24/2017
Prado, Maricela	Child Nutrition Worker, Position #2221 Frank 4.0 hrs./185 days	03/02/2017
<u>Retirement</u>		
Ruvalcaba, Rosalinda	Office Assistant II, Position #2156 Harrington 7.0 hrs./203 days	03/13/2017
<u>Released During Probation</u>		
8410	Outreach Specialist, Position #2688 Marshall 8.0 hrs./180 days	03/01/2017

D.1 Lisa Cline, Deputy Superintendent, Business and Fiscal Services provided a report/presentation of the District's 2016-2017 Second Interim Report. 2016-2017 SECOND INTERIM REPORT (Motion #16-104)

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.

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 AMENDMENT #5 TO AGREEMENT #12-118 FLEWELLING & MOODY ARCHITECTURE INC.

Following discussion on motion by Trustee Cordes, seconded by Trustee O'Leary and carried on a roll call vote of 3-1; Trustee Robles-Solis being the nay vote; the Board of Trustees approved Amendment #5 to Agreement #12-118 with Flewelling & Moody Architecture Inc., to provide design services for installation of perimeter fencing and sidewalks and installation of playground equipment, curb and safety surface at Driffill School; amount not to exceed \$3,000.00, to be paid with Deferred Maintenance Funds. (Motion #16-105)

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.

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

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.

(Motion #16-106)

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.

APPROVAL OF BOARD  
 MINUTES  
 (Motion #16-107)

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.

SECOND READING OF  
 BOARD POLICIES,  
 ADMINSTRATIVE  
 REGULATIONS AND  
 BYLAWS

Revision AR 3350	Business and Noninstructional Operations TRAVEL EXPENSES	Cline
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(Motion #16-108)

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.

SUPERINTENDENT  
 ANNOUNCEMENTS

Ms. Monica Madrigal Lopez:

- Absent

TRUSTEE  
 ANNOUNCEMENTS

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.

- 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 approximately  
 \_\_\_10:43 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  
 CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; on the matter of Case #16-05 the Board of Trustees approved not to expel student.

(Motion #16-109)

- On motion by Trustee Robles-Solis, seconded by Trustee O’Leary and carried on a roll call vote of 4-0; on the matter of Case #16-06 the Board of Trustees approved not to expel student. (Motion #16-110)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 10:48 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular 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-I: 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)

**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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 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

**FEDERAL GRANT FUNDS** (continued)

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)*

**FEDERAL GRANT FUNDS (continued)**

*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](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](http://www.sam.gov/portal/SAM/##11)

U.S. Department of Education: <http://www.ed.gov>

U.S. Government Accountability Office: <http://www.gao.gov>

**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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (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 California School Accounting Manual.

*(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

**FEDERAL GRANT FUNDS** (continued)

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)

**FEDERAL GRANT FUNDS (continued)**

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



**FEDERAL GRANT FUNDS** (continued)

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

**Policy Reference UPDATE Service**

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**FEDERAL GRANT FUNDS** (continued)

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 \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: 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 \_\_\_\_\_ 2<sup>nd</sup> Reading  X  \_\_\_\_\_

### **First Reading – Revisions to BP & AR 3553 – Free and Reduced Price Meals (Penanhoat/Lugotoff)**

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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)

**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 reduced-price 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

**FREE AND REDUCED PRICE MEALS (continued)**

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 and the process for sharing the information. After sharing information with the local agency for purposes of determining*

**FREE AND REDUCED PRICE MEALS** (continued)

*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>

**FREE AND REDUCED PRICE MEALS** (continued)

*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>*



**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.~~

**FREE AND REDUCED PRICE MEALS** (continued)**Eligibility**

The Superintendent or designee shall determine students' eligibility for the free and reduced-price 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 reduced-price 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*

**FREE AND REDUCED PRICE MEALS** (continued)

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.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

**FREE AND REDUCED PRICE MEALS** (continued)

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)*

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 \_\_\_\_\_

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   X   2<sup>nd</sup> Reading \_\_\_\_\_

**Title I – Revision to BP and AR 6171 (Freeman/Thomas)**

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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)

**TITLE I PROGRAMS**

~~The Board of Trustees desires to provide a high-quality education that enables all students to meet challenging state academic standards. In order to improve the 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, 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 districtwide 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 and 110 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)~~



**TITLE I PROGRAMS (continued)**

*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>

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. 5148.2 - Before/After School Programs)*

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

**TITLE I PROGRAMS (continued)**

*(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)*

**TITLE I PROGRAMS** (continued)

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~~

## TITLE I PROGRAMS (continued)

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

## **TITLE I PROGRAMS** (continued)

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

## TITLE I PROGRAMS (continued)

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.



# 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 (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.”*