

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 #16
REGULAR BOARD MEETING
Wednesday, May 16, 2018
5:00 p.m. – Study Sessions
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

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

**Section A
PRELIMINARY**

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

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

A.2 Pledge of Allegiance to the Flag

Ms. Wendy Garner, Principal at McKinna School of Multimedia, will introduce Aldo Leon, 5th grader in Ms. Christina Velarde’s class, and Juan Solache, 5th grader in Mr. Richard Raddas’ class will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Alyssa Arzola, 5th grader in Mr. Richard Raddas’ class, and read in Spanish by Estefania Hernandez, 5th grader in Ms. Christina Velarde’s class.

A.4 Presentation by McKinna School of Multimedia

Ms. Wendy Garner will provide a short presentation to the Board regarding McKinna School of Multimedia. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Recognition of Winners of “Honoring our Latino Heroes - Cesar Chavez” Writing and Art Competition (Dr. Morales/Dr. Batista)

The Board of Trustees will recognize winners of the 2nd Annual Oxnard School District “Cesar Chavez- Honoring our Latino Heroes” Writing and Art competition and awards dinner on April 19, 2018.

WRITING

➤ First Place	Mila Blue Hernandez Sofia Padilla Bonny Vazquez	Soria, Grade 3 Elm, Grade 4 Frank, Grade 7
➤ Second Place	Cristina Silvestre Kyara Ragan Syenna Ragan	Elm, Grade 3 Soria, Grade 5 Soria, Grade 6
➤ Third Place	Jonathan Mendoza Lorelei Garcia Tatiana Zaragosa	Brekke, Grade 3 McAuliffe, Grade 4 Frank, Grade 7

ART

➤ First Place	Melanie Pascual Yoram Solis April Guzman Leilah Orrante Ariana Guandique	Lemonwood, Grade 1 Lemonwood, Grade 2 McKinna, Grade 2 Driffill, Grade 5 Frank, Grade 8
➤ Second Place	Fernando Martinez Hernandez Jr. Evan Huizar Kamila Solis Camila Garcia Citlali Diaz	Lemonwood, Grade 1 Soria, Grade 2 Soria, Grade 4 Soria, Grade 4 Haydock, Grade 8
➤ Third Place	William Rodriguez Jaidani Ortiz Richard Gallegos Leslie Flores Karina Guido	Lemonwood, Grade 1 Ritchen, Grade 2 Driffill, Grade 5 McKinna, Grade 5 Haydock, Grade 7

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.6 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

A.7 Study Session: Community Eligibility Provision (CEP) (Penanhoat/Lugotoff)

The Board will receive a presentation on Community Eligibility Provision (CEP). The CEP is a non-pricing meal service option that allows schools and districts in low-income areas to serve breakfast and lunch at no cost to all enrolled students without collecting household applications. Schools that adopt CEP are reimbursed using a formula based on the percentage of students categorically eligible for free meals based on their participation in other specific means-tested programs.

A.8 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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

A.9 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigations:
 - Legal Fees for D. Davey – OAH No. 2017050038
 - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - Consider the Request to Readmit Expelled Student(s):
Case No. 16-20 (Action Item)

3. 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

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)

Closed Session (continued):

4. 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 Ave.
 - Agency: Superintendent/Assistant Superintendent, Business & Fiscal Services/
 - Negotiators: 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.

5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Reassignment:
 - a. Appointment Recommendation: Assistant Superintendent, Educational Services

A.10 Reconvene to Open Session**7:00 PM*****A.11 Report Out of Closed Session***

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

Consider the Request to Readmit Expelled Student(s) (Section 48916 of the *Education Code*):

Case No. 16-20 (Action Item)

Motion: _____, Second: _____

ROLL CALL VOTE:

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

A.12 Recognition of Oxnard School District's Million Word Readers – Frank School
(Freeman/Curtis)

The Board of Trustees will recognize Oxnard School District students who have read One Million Words.

A.13 Recognition of Students: Oxnard School District's Pathway to Biliteracy Awards
(Freeman/DeGenna)

In an effort to support the Oxnard School District students towards achieving the Seal of Biliteracy, OSD has established a Pathway Towards Biliteracy Award. The Board of Trustees will recognize Oxnard School District students in 5th and 8th grade who have met the established criteria demonstrating progress towards biliteracy. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

**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.14 Culminating Project-Based Learning Project Presentation from R.J. Frank Academy of Marine Science and Engineering Students (Dr. Morales)

Students from Ms. Storey's 8th grade Language Arts class have requested the opportunity to present to the Board of Education to present their findings of a yearlong project.

A.15 Recognition of Students – Ventura County Third Annual Spanish Spelling Bee Participants (Freeman/DeGenna)

The Board of Trustees will recognize Oxnard School District students who participated and placed in the Ventura County Third Annual Spanish Spelling Bee.

A.16 Adoption and Presentation of Resolution #17-41 in Recognition of “Better Hearing and Speech Month” May 2018 (Freeman/Sugden)

The Board of Trustees will adopt and present Resolution #17-41, recognizing the month of May 2018 as “Better Hearing and Speech Month.”

Motion: _____, Second: _____

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 B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

B.2 Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2018-2019 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 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 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions
- Article 16 Salaries
- Article 18 Fringe Benefits
- Article 22 Term

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.

Motion: _____, Second: _____

ROLL CALL VOTE:

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

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**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 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
Academic:	
<ul style="list-style-type: none"> ▪ Approval of Agreement/MOU #18-06 with Ventura County Office of Education – Math Program, VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff; amount not to exceed \$21,800.00, to be paid with ASES Grant Funds. ▪ Approval of Agreement/MOU #18-09 with Child Development Resources of Ventura County Inc. – Facilities Use for Mary Crawford Head Start at Harrington ECDC. Agreement/MOU establishes the terms for the use of preschool classrooms for the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center; from August 1, 2018 to June 30, 2023; no fiscal impact- \$1.00 per year will be paid to Oxnard School District by Child Development Resources of Ventura County, Inc. ▪ Approval of Agreement/MOU #18-10 with Community Action Partnership of San Luis Obispo County, Inc. – Facilities Use for Buena Ventura Migrant & Seasonal Head Start at Harrington ECDC. Agreement/MOU establishes the terms for the use of preschool classrooms for the Buena Ventura Migrant & Seasonal Head Start Program at the Harrington Early Childhood Development Center, from July 1, 2018 to June 30, 2023; no fiscal impact- \$1.00 per year will be paid to Oxnard School District by Community Action Partnership of San Luis Obispo County, Inc. 	<p>Freeman/ Thomas</p> <p>Freeman/ Thomas</p> <p>Freeman/ Thomas</p>
Enrichment:	
<ul style="list-style-type: none"> ▪ #17-305 with Mad Science of Los Angeles, to provide 5th grade students with fun, educational Mad Science Workshops focused on Science and Engineering practice at Ritchen School; amount not to exceed \$1,140.00, to be paid with PTA and LCFF Specific funds. ▪ #18-08 with Art Trek Inc., to provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2018-19 school year; amount not to exceed \$28,000, to be paid from the Unrestricted General Fund. 	<p>Freeman/ Santamaria</p> <p>Freeman/ Thomas</p>
Facilities:	
<ul style="list-style-type: none"> ▪ Field Contract #FC-P18-04565 with Precision Plumbing-Mechanical, for removal and replacement of existing grease interceptor in the kitchen at Ritchen School, pursuant to the Uniform Public Construction Cost Accounting Act; amount not to exceed \$16,269.00, to be paid with Deferred Maintenance – ongoing maintenance funds. 	<p>Penanhoat/ Fateh</p>

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Section C
CONSENT AGENDA

(continued)

C.2 Ratification of Agreements

It is recommended that the Board ratify the following agreements: Dept/School

Special Education:

- #17-295 with Casa Pacifica School, requesting ratification for Non-Public School services for Student IH081410, for the 2017-2018 school year, including extended school year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan, as specified in the individual service agreement, amount not to exceed \$15,138.00, to be paid with Special Education Funds. Freeman/
Sugden

C.3 Approval of Work Authorization Letter #6 ("WAL #6") for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Brekke, McAuliffe and Ritchen Kindergarten Flex Projects

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 #6 to Agreement #13-131 with Rincon Consultants Inc. to provide environmental support services for the Brekke, McAuliffe and Ritchen Kindergarten Flex Projects; amount not to exceed \$15,000.00, to be paid from the Master Construct and Implementation Funds. Dept/School
Penanhoat/
Fateh/
CFW

C.4 Approval of Work Authorization Letter #7 to NV5 West Inc., for Geotechnical Engineering Services for the Seabridge K-5 School 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 approves WAL #7 for Master Agreement #13-154 with NV5 West Inc.; amount not to exceed \$7,200.00, to be paid from the Master Construct and Implementation Funds. Dept/School
Penanhoat/
Fateh/
CFW

C.5 Approval of Amendment #006 to Agreement #12-240 with Dougherty & Dougherty to Provide Additional Architectural Services for the Harrington ECDC Project

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment #006 to Agreement #12-240 with Dougherty for the Harrington ECDC Project for additional architectural and engineering services; amount not to exceed \$3,600.00, to be paid from the Master Construct and Implementation Funds. Dept/School
Penanhoat/
Fateh/
CFW

C.6 Purchase Order/Draft Payment Report #17-07

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-07 as submitted. Dept/School
Penanhoat/
Franz

C.7 Setting of Date for Public Hearing – Oxnard School District 2018-19 Adopted Budget

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Adopted Budget. Dept/School
Penanhoat/
Crandall
Plasencia

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

CONSENT AGENDA

(continued)

C.8 Setting of Date for Public Hearing – Oxnard School District 2018-19 Local Control Accountability Plan

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Local Control Accountability Plan (LCAP).	Dept/School Freeman
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C.9 Enrollment Reports

Attached for the Board's information is the district's enrollment report for the months of March and April 2018. Information only.	Dept/School Penanhoat
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C.10 Approval – Use of Amplify Supplemental NGSS Instructional Material

All students are inspired to read, write and argue like scientists to gain a better understanding of the world, as they gain skills needed to master the Next Generation Science Standards. The Amplify Science core curriculum instructional materials is recommended for use in the middle school classrooms as supplemental materials. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP that the Board of Trustees approve this item as presented.	Dept/School Freeman/ West
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C.11 Setting of Date for Public Hearing – 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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule June 6, 2018 for the public hearing for OEA and the District's proposals.	Dept/School Vaca
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C.12 2017-2018 3rd Quarter Williams VCOE Activity Report

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2017-2018 3rd Quarter Williams VCOE Activity Report, as presented.	Dept/School Vaca/ Magaña
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C.13 Establish/Abolish/Increase/Reduce Hours of Positions

It is the recommendation of the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment and increase of the positions as presented.	Dept/School Bailey
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C.14 Personnel Actions

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.	Dept/School Vaca/ Bailey
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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 Presentation and Approval of Agreement #18-05 – City of Oxnard/Oxnard Police Department SRO Services - Cost Sharing 2018-2019 (Morales/Penanhoat)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-05 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$405,300.00, to be paid with School Safety Funds.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.2 Approval of Implementation of the PARS Supplementary Retirement Plan Contingent Upon Analysis of Savings Calculation (Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the analysis of proposed resignations and approve the implementation of the PARS Supplementary Retirement Plan. Anticipated savings to the General Fund of \$1.3 million.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.3 Consideration and Approval of Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2018 (Dr. Morales)

Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the first Friday in December 2018. The County Superintendent of Schools’ has adopted Resolution No. 18-01 which consolidates your Governing Board Member Election with all other elections held in the district on November 6, 2018. It is recommended that the Board of Trustees consider and adopt Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2018.

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.4 Approval of Change Order No. 011 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction (Penanhoat/Fateh/CFW)

<p>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. 011 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project, amount not to exceed \$358,192.79, to be paid from the Master Construct and Implementation Funds.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.5 Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2017-18 Collective Bargaining Agreement (Vaca)

<p>It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented, amount not to exceed \$734,880, to be paid from the General Fund.</p>	<p>Public Comment: Presentation: Moved: Seconded: Board Discussion: Vote:</p>
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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

No minutes will be approved at this meeting.

**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 Second 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 adopt for a second reading:

Revision BP & AR 5145.7	Students SEXUAL HARASSMENT	Vaca
Revision BP 0410	Philosophy, Goals, Objectives, and Comprehensive Plans NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES	Vaca
Revision BP and AR 1312.3	Community Relations UNIFORM COMPLAINT PROCEDURES	Vaca
Revision BP 6162.5	Instruction STUDENT ASSESSMENT	Freeman

Motion: _____, Second: _____

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 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: Dr. Cesar Morales

Date of Meeting: 5/16/18

- Study Session: _____
Closed Session: _____
A-1. Preliminary X
A-11. Reports _____
B. Hearings: _____
C. Consent Agenda _____ Agreement Category:
 _____ Academic
 _____ Enrichment
 _____ Special Education
 _____ Support Services
 _____ Personnel
 _____ Legal
 _____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Recognition of Winners of Cesar Chavez Contest (Morales/Batista)

The Board of Trustees will recognize winners of the 2nd Annual Oxnard School District “Cesar Chavez-Honoring our Latino Heroes” Writing and Art competition and awards dinner on April 19, 2018.

Writing

- First Place Mila Blue Hernandez Soria, Grade 3
 Sofia Padilla Elm, Grade 4
 Bonny Vazquez Frank, Grade 7
- Second Place Cristina Silvestre Elm, Grade 3
 Kyara Ragan Soria, Grade 5
 Syenna Ragan Soria, Grade 6
- Third Place Jonathan Mendoza Brekke, Grade 3
 Lorelei Garcia McAuliffe, Grade 4
 Tatiana Zaragosa Frank, Grade 7

Art

- First Place Melanie Pascual Lemonwood, Grade 1
 Yoram Solis Lemonwood, Grade 2
 April Guzman McKinna, Grade 2
 Leilah Orrante Driffill, Grade 5
 Ariana Guandique Frank, Grade 8
- Second Place Fernando Martinez Hernandez Jr. Lemonwood, Grade 1
 Evan Huizar Soria, Grade 2
 Kamila Solis Soria, Grade 4
 Camila Garcia Soria, Grade 4
 Citlali Diaz Haydock, Grade 8
- Third Place William Rodriguez Lemonwood, Grade 1
 Jaidani Ortiz Ritchen, Grade 2
 Richard Gallegos Driffill, Grade 5
 Leslie Flores McKinna, Grade 5
 Karina Guido Haydock, Grade 7

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Director of English Learner Services that the Board of Trustees approve this item as presented.

ADDITIONAL MATERIAL:

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 16, 2018

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS X
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 1ST Reading _____ 2nd Reading _____

REPORT ON COMMUNITY ELIGIBILITY PROVISION (CEP) (Penanhoat/Lugotoff)

The Community Eligibility Provision (CEP) is a non-pricing meal service option that allows schools and districts in low-income areas to serve breakfast and lunch at no cost to all enrolled students without collecting household applications. Schools that adopt CEP are reimbursed using a formula based on the percentage of students categorically eligible for free meals based on their participation in other specific means-tested programs.

To participate in the CEP, schools must have a minimum identified student percentage (ISP) of 40%, based on enrollment. Identified students are those that participate in CalFresh, CalWORKS, the Food Distribution Program on Indian Reservations, or the Head Start program, and students certified as homeless, migrant, foster, or runaway. Schools may qualify individually or as a group to reach the 40% ISP threshold.

Under CEP, all students receive two healthy meals at no charge. Access to better nutrition provides students with opportunities to perform better academically, have better health, and maintain better school attendance. Paperwork for schools and families is dramatically reduced, as the need for collecting and verifying applications and/or completing the annual verification process is eliminated. Because meal counting and claiming is simplified and staff will not need to categorize each meal served as free, reduced-price, or paid, meal lines will be streamlined, thus enabling students to spend less time in line and more time eating their nutritious meals.

The administration plans to implement the CEP, wherever fiscally prudent, effective the 2018/2019 school year.

FISCAL IMPACT

None

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation (9 pages)



COMMUNITY ELIGIBILITY PROVISION (CEP)



May 16, 2018

Presented by

Suzanne Lugotoff R.D., SFNS

Director of Child Nutrition Services

BACKGROUND

- Healthy, Hunger-Free Kids Act of 2010
 - ▶ Provides an alternative to household applications for free and reduced price meals
 - ▶ Free meals to all students in high poverty local education agencies and schools
- Intent of CEP is:
 - ▶ To improve access to free school meals
 - ▶ Eliminate administrative burden of collecting household applications



REQUIREMENTS FOR PARTICIPATION

- ▶ Have a minimum percentage of identified students in the school year prior to implementing CEP

$$\frac{\text{Identified students}}{\text{Total Enrolled Students}} \times 100\% > 40\% = \text{Identified Student Percentage}$$

- ▶ Identified Students: Children who have been matched by state and county services participating in SNAP, TANF, FDPIR, Head Start, homeless, runaway, migrant, or foster children.
- ▶ Serve free lunches AND breakfasts to all students at sites where CEP has been established.
- ▶ Household applications for free and reduced price meals are not collected.

HOW CEP FUNDING WORKS

- ▶ Identified student percentage multiplied by a factor of 1.6 equals the percent of total meals served that will be reimbursed at the Federal Free rate.
- ▶ The remaining percentage of total meals served is reimbursed at the Federal paid rate.
- ▶ The District continues to receive State Reimbursement for meals served.
- ▶ Any meal costs in excess of the total Federal reimbursement must be covered through non-Federal sources.
- ▶ Flexible Election Options: Individual School / Group of Schools / District Wide

OXNARD SCHOOL DISTRICT DATA

Site	Enrollment	Direct Cert	ISP
Brekke Elementary	610	206	33.8
Juan Lagunas Soria	1039	329	31.7
Marina West Elementary	630	230	36.5
McAuliffe Elementary	735	293	39.9

ISP Below 40% - Must be grouped to increase ISP

Site	Enrollment	Direct Cert	ISP
Curren	1030	540	52.4
Driffill	1177	680	57.8
Elm Elementary	634	363	57.3
Frank Academy	1233	610	49.5
Fremont Academy	1133	492	43.4
Harrington Elementary	593	353	59.5
Haydock Academy	943	571	60.6
Kamala	1162	686	59.0
Lemonwood	866	471	54.4
Ritchen Elementary	622	297	47.7
Rose Ave Elementary	687	419	61.0
Sierra Linda Elementary	692	378	54.6

ISP 40% - 63.5%

Site	Enrollment	Direct Cert	ISP
Marshall Elementary	534	373	69.9
McKinna Elementary	715	481	67.3
Ramona Elementary	601	439	73.0
Chavez	914	625	68.4

ISP Above 63.5 % - Reimbursed at 100% FREE

BENEFITS

- ▶ Nutritional Needs of Students are met
 - ▶ Better Attendance
 - ▶ More attentive in class
 - ▶ Fewer disciplinary problems
- ▶ Increased participation
- ▶ Streamlines meal service operation
- ▶ Less applications (cost savings: paper/ mailing/employee time)
- ▶ District Office CNS Staff – alternative assignments including enhanced marketing and site monitoring
- ▶ Eliminates negative balances on accounts
- ▶ Families are not burdened by having to complete an application
- ▶ Allows for implementation of alternative breakfast models
- ▶ No more stigma of meal status

CONSIDERATIONS

- ▶ Federal reimbursement estimator
- ▶ Evaluation Study of pilot states
- ▶ Consider entire district or only partial
- ▶ Increase in Participation
 - ▶ Kitchen capacity & staffing
- ▶ Title I reporting
- ▶ E Rate Funding
- ▶ If partial implementation / necessary effective communication with parents



NEXT STEPS

- ▶ Submit the CEP Application by June 30, 2018
- ▶ Continue Summer Feeding 2018
- ▶ Strategize for 100% distribution and retrieval of Alternate Income Form
- ▶ Invest in Extensive Marketing to Parents
- ▶ Begin 2018/19 SY with CEP in place
- ▶ Expand opportunities for meals
 - ▶ Focus: Jr. High Sites
 - ▶ Replace Ala Carte Sales w/ Meal Stations for Breakfast & Lunch

QUESTIONS?



OSD BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 5/16/18

- A. Preliminary X
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Recognition of Students - Honoring Oxnard School District's Million Word Readers
(Freeman/Curtis)**

Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your Superpower."

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 5/16/18

- A. Preliminary X
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Recognition of Students - Oxnard School District's Pathway to Biliteracy Awards
(Freeman/DeGenna)**

The State Seal of Biliteracy, codified in California Education Code sections 51460-51464, provides recognition to high school students who have demonstrated proficiency in speaking, reading, and writing in one or more languages in addition to English. In an effort to support the Oxnard School District students towards achieving The Seal of Biliteracy, OSD has established a **Pathway Towards Biliteracy Award**. The **Pathway Towards Biliteracy Award** will celebrate students in 5th grade and in 8th grade who have met the established criteria demonstrating progress towards biliteracy.

In order to qualify for the Pathway Towards Biliteracy Award, 5th grade students must meet at least 2 of the following criteria:

English:

- Pass the 4th grade Smarter Balanced Assessment in English Language Arts with a level of Standard Met or higher
- Or
- Complete their English Language Arts class with a score Standards Met or higher
- Achieve grade level score on the STAR 360 English Reading Assessment

In addition, students must meet the Spanish Criteria.

Spanish:

- Demonstrate Proficiency in Spanish in the following way:
 - Achieve grade level score on the STAR 360 Spanish Reading Assessment
 - Demonstrate written and oral proficiency by achieving a rubric score of 4 or higher on a grade level culminating project. The culminating project will include a written report and an oral presentation.

In order to qualify for the Pathway Towards Biliteracy Award, eighth grade students must meet all of the following criteria:

- Complete their English Language Arts class with a grade of B or better
- Achieve grade level score on the STAR 360 English Reading Assessment or Pass the 7th grade Smarter Balanced Assessment in English Language Arts with a level of Standard Met or higher
- Demonstrate Proficiency in Spanish in the following way:
 - Achieve grade level score on the STAR 360 Spanish Reading Assessment
 - Demonstrate written and oral proficiency by achieving a rubric score of 4 or higher on a grade level culminating project. The culminating project will include a written report and an oral presentation.
- If the primary language of a pupil in eighth grade is other than English, he or she must meet OSD's reclassification criteria.

The Superintendent or designee shall annually distribute information about the eligibility requirements for the award and the application process to students in grades 5 and 8 of the Dual Language Immersion Program.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 5-16-18

- 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 1st Reading 2nd Reading

Culminating Project-Based Learning Project Presentation from R.J. Frank Academy of Marine Science and Engineering Students (Dr. Morales)

As part of a year-long project-based learning project in our Language Arts class, the students have investigated issues of education. The students hope that this presentation of findings will encourage improvements in the educational system to best prepare students for the future.

8th graders from R. J. Frank Academy of Marine Science and Engineering:

- Dana Acosta
- Carlos Amezcua
- Marco Palacios
- Diana Rejon
- Richard Sabiaga

FISCAL IMPACT: None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 5/16/18

- A. Preliminary X
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Recognition of Students – Ventura County Third Annual Spanish Spelling Bee Participants
(Freeman/DeGenna)**

The Oxnard School District would like to recognize students who participated and placed in the Ventura County Third Annual Spanish Spelling Bee.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/16/18

- Study Session: _____
Closed Session: _____
A-1. Preliminary X
A-11. Reports _____
B. Hearings: _____
C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Adoption and Presentation of Resolution #17-41 “Better Hearing and Speech Month” May 2018
(Freeman/Sugden)

Recognition of the month of May 2018 as “Better Hearing and Speech Month”

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as “Better Hearing and Speech Month”. Speech/Language and Hearing Specialists in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Special Education Services that the Board of Trustees approve the adoption and presentation of Resolution #17-41 as outlined above.

ADDITIONAL MATERIAL:

Attached: Resolution #17-41 (1 page)



**RESOLUTION NO. 17-41
ONARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***Better Hearing and Speech Month
May 2018***
"Communication for All"

WHEREAS, May is "Better Hearing and Speech Month"; and

WHEREAS, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as "Better Hearing and Speech Month"; and

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 191,500 audiologists, and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 91st anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

WHEREAS, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2018 as "Better Hearing and Speech Month," and expresses appreciation to all members of the district's Speech/Language staff for the important services they provide to our students.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding Speech and Language Therapists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 16th day of May 2018.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 16, 2018**

- 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 1st Reading _____ 2nd Reading _____

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

EXECUTIVE SUMMARY (description of item):

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 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 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions
- Article 16 Salaries
- Article 18 Fringe Benefits
- Article 22 Term

FISCAL IMPACT:

None

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 4/20/18 (one page)
- Letter to OSSA President dated 4/20/18 (one page)
- District’s Initial Bargaining Proposals to OSSA for 2018-19 (one page)
- Letter dated 4/18/18 from OSSA President to the District (one page)



OXNARD SCHOOL DISTRICT

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

April 20, 2018

Debra M. Cordes, President
Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2018-19

Dear President Cordes,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Luis Ramirez, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 2, 2018 Board agenda with the Public Hearing to be scheduled on May 16, 2018. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

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

April 20, 2018

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

Re: Sunshine of OSSA and District Initial Proposals, 2018-19

Dear Ms. Muth,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, HR
Luis Ramirez, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 22, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 11 (Leave Provisions), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 2, 2018 board meeting agenda and the Public Hearing is to be scheduled for May 16, 2018. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure



OXNARD SCHOOL DISTRICT

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Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Steve Bailey, Interim
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2018-19

Interest Based Problem Solving Proposals

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

Article 11 Leave Provisions

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

Article 16 Salaries

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

Article 18 Fringe Benefits

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

Article 22 Term

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



April 18, 2018

Dr. Jesus Vaca
Assistant Superintendent of Human Resources
Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2018-2019 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

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

The Association seeks to open the following articles:

Article 9 – Evaluations – The Association seeks discussion regarding Evaluation procedures.

In accordance with our agreement, Article 8 will be an automatic reopen for 2018-19 contract negotiations.

Article 8 – Student Ratio - The Association seeks discussion regarding Student Ratios.

Sincerely,

Brenda Muth, President
Oxnard Support Services Association

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/16/18

- 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 **1st Reading** _____ **2nd Reading** _____

Approval of Agreement/MOU #18-06 – Ventura County Office of Education – Math Program (Freeman/Thomas)

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates 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 \$21,800.00 – 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 #18-06 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-06, Ventura County Office of Education (1 Page)

**AGREEMENT #18-06 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction (CI) staff in training the after-school staff and administrator of after-school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after-school mathematics program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School 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 a one-day orientation to the Building Numeracy math program by a VCOE math content specialist. (\$875 for full day of training + \$875 for design and preparation of math program materials for orientation)
 - b. Provide monthly training, lessons, coaching, support, and/or demo lessons \$575/half day presentation by math specialist and \$875/ full day for design of monthly unit and preparation of instructor and site materials. (VCOE graphics charges to be paid by OSD).
 - c. Provide handouts to administrator of after-school programs and after-school staff. (VCOE graphics charges to be paid by OSD).
 - d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD)
 - e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the monthly math training sessions.
 - i. Total program costs for professional development and design not to exceed \$17,000.00 and graphics charges not to exceed \$4,800.00 for a total not to exceed \$21,800.00
2. **Oxnard School District agrees to:**
 - a. Provide site for training.
 - b. Provide presentation equipment (LCD projector, document camera, and laptop)
 - c. Allocate an account for math materials and math literature for each site.
 - d. Support trainings through regular classroom visits by the after-school program administrator to monitor implementation of new learning.
 - e. Pay Ventura County Office of Education, Curriculum and Instruction Department for Content Specialist services, materials and printing costs for the math units.

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

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/16/18

- 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 _____ 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #18-09 – Child Development Resources of Ventura County Inc. – Facilities Use for Mary Crawford Head Start at Harrington ECDC (Freeman/Thomas)

This Agreement/MOU between the Oxnard School District and Child Development Resources of Ventura County, Inc. establishes the terms for the use of preschool classrooms for the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center.

Term of the Agreement/MOU: August 1, 2018 to June 30, 2023

FISCAL IMPACT:

None - \$1.00 per year will be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees approve Agreement/MOU # 18-09 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIAL(S):

Attachments:

- Agreement/MOU #18-09, Child Development Resources of Ventura County, Inc. (13 Pages)

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CHILD DEVELOPMENT RESOURCES
OF VENTURA COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Child Development Resources of Ventura County, Inc. (“CDR” or “Lessee”) and the Oxnard School District (the “District” or “Lessor”). CDR and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”)

WHEREAS, on or about August 23, 2017, CDR and the District entered into a Site Lease of Real Property (the “Site Lease”) pursuant to which CDR was allowed to place a portable classroom (the “Facility”) on the premises of the District’s San Miguel School at 2400 South J Street, Oxnard, California (the “San Miguel Site”);

WHEREAS, pursuant to its terms, the Site Lease is to expire on June 30, 2018;

WHEREAS, the Parties do not intend to enter into an extension of the Site Lease;

WHEREAS, upon the expiration of the Site Lease, CDR will be in need of two part-time classrooms to operate the Mary Crawford Head Start program (the “Program”);

WHEREAS, the District is currently reconfiguring two classrooms at the Harrington Elementary School Early Childhood Development Center (ECDC), 451 East Olive Street, Oxnard, California 93033 (the “Space”) that are currently not needed on a full-time basis by the District;

WHEREAS, CDR and the District desire to develop a mutually agreeable solution that satisfies the classroom needs of CDR;

WHEREAS, the District believes that it is in the best interest of the District, CDR, the students and teachers of the District, the parents of the students of the District, and the public to allow CDR to utilize the Space pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The initial term of this MOU shall be for five years, commencing on August 1, 2018 and ending on June 30, 2023 (the “Initial Term”) subject only to termination in accordance with this MOU. The Initial Term may be extended for additional five-year periods subject to the following conditions:

(a) CDR shall notify the District by February 15th of each year requesting extension of the MOU for another year five year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Initial Term or any extension thereof, CDR notifies the District that it wishes to extend the term, the District may, in its sole discretion, offer CDR alternative and essentially equivalent premises at another school site within the District, provided that the District gives CDR not less than ninety days prior written notice of its election to do so.

(b) The District may deny any and all extensions beyond the Initial Term if there is an uncured breach of this MOU or if the District, in its sole discretion, requires the use of the Space. The District shall notify CDR of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space.

2.1 ALLOCATION OF SPACE.

The District hereby allocates to CDR, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both CDR and the District where CDR will occupy two classrooms and a shared front office space for two CDR staff, for the sole purpose of operating the Program. CDR will provide the District, no later than April 30, 2018, a copy of the program instructional and staffing calendar for the Program year 2018 – 2019. CDR may share in the use of the playground at Harrington Elementary School, subject to the needs and scheduling of the District. Program staff shall use the restrooms in the Administration Building, shared with others. CDR and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington ECDC. CDR understands and agrees that it will cooperate with other persons using the premises at Harrington ECDC and Elementary School and will reach amicable arrangements concerning such use.

(b) CDR acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, CDR has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) CDR is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

CDR may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the District.

CDR2.3 REPRESENTATIONS AND WARRANTIES OF CDR.

CDR represents and warrants to the District that:

(a) CDR is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. CDR will maintain good standing and full power and authority at all times during the term of this MOU.

(b) CDR has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of CDR and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of CDR, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of CDR to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

CDR shall be entitled to use the Space solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

CDR shall not do or permit anything to be done, without the prior written consent of the District, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall CDR sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. CDR shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. CDR shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall CDR cause, maintain, or permit any nuisance in, on, or about the Space. CDR shall not commit or suffer to be committed any waste in or upon the Space. CDR shall be responsible for the repair or replacement of any property of the District that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) CDR shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CDR shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. CDR shall not be responsible for any and all

legal compliance or environmental conditions that existed prior to CDR's occupancy of the Space. CDR shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by CDR. Nothing in this section is intended to obligate CDR to be responsible for or require CDR to regulate the actions of any third parties not under the control of CDR.

(b) CDR shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. CDR shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, CDR shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, CDR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which CDR transacts its business.

3.4 FINGERPRINTING.

CDR shall ensure that any persons admitted by CDR to the Space, who are likely to have t contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at CDR's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, CDR shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, CDR shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense.

Article 4. Fees

4.1 CDR will pay to the District the sum of \$1.00 per year during the term of this MOU. In addition, CDR shall assign and transfer all title and ownership in the Facility located at the San Miguel Site to the District and shall enter into a Bill of Sale and Assignment in the form attached hereto as Exhibit A.

CDR

Article 5. Compliance with Laws

5.1 CDR shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the District's property.

5.2 CDR shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

CDR shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to CDR by the District, if any, shall remain the property of the District.

6.2 SITE MAINTENANCE

Lessor (District) shall provide custodial and facility maintenance services 5 days a week while program is operational. Preschool will be operational from 7:00 a.m. to 6:00 p.m. Monday through Friday.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting CDR to a citation and/or fine, CDR will reserve the right to have the violation corrected immediately by an outside vendor at CDR's discretion and cost.

CDR shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

CDR shall immediately inform the District or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. CDR shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District.

Article 7. Indemnification

7.1 **Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless

Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members' as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to

indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

CDRCDRCDR

CDRCDRCDRCDRCDRCDRCDRCDRCDRCDRCDR **Article 8. Insurance**

8.1 REQUIRED CDR INSURANCE.

CDR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of CDR and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The District is to be named as an additional insured as respects work performed by or on behalf of CDR under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respect the District, and any insurance or self-insurance maintained by the District shall be in excess of CDR's insurance coverage and shall not contribute to CDR's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by CDR to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

8.3 COPIES.

CDR shall provide to the District a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to CDR and that apply to CDR and its use of the Space.

Article 9. Access by the District

9.1 The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The District shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between CDR and the District shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

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 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the District shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Janet Penanhoat

Notice shall be given to CDR at the following address:
Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036

Attn: Suzanne Godinez

Article 11. Assignment and Subletting

11.1 CDR shall not assign its rights or delegate its duties under this MOU. CDR shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the District. In addition, CDR shall not allow any other person and/or entity to use the Space without the prior written consent from the District.

Article 12. Dispute Resolution

12.1 Disputes between CDR and the District regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from CDR shall meet with representatives from the District in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by CDR and the District. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY CDR.

The occurrence of any of the following shall constitute a material default and breach of this MOU by CDR:

(a) Any failure by CDR to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by CDR to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by CDR for more than 90 days.

(d) A failure by CDR to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. CDR shall not be deemed to be in default if CDR shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, CDR is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against CDR, and the same is not discharged within ninety (90) days of commencement.

(g) If CDR has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the District of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 THE DISTRICT REMEDIES.

If CDR commits any such material default and/or breach as defined in Article 13, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating CDR's right to possession irrespective of whether CDR shall have abandoned the Space. In such case, the District may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If CDR has abandoned the Space and any property not belonging to the District has been left behind, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of CDR. The District may also allow others to use the space, in which case the MOU shall terminate.

(b) Terminate CDR's right to possession by any lawful means, in which case this MOU shall terminate and CDR shall immediately surrender possession of the Space to the District. In such event the District shall be entitled to recover from CDR any unpaid invoices for all costs and expenses incurred by the District in connection with the termination of CDR's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY CDR FOR CONVENIENCE.

CDR may terminate this MOU for its convenience, by providing 60-days written notice of termination to the District.

15.2 TERMINATION BY THE DISTRICT FOR CONVENIENCE.

The District may terminate this MOU for its convenience by providing 60-days written notice to CDR.

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

By: _____

Name: _____

Title: _____

Date: _____

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

THIS BILL OF SALE AND ASSIGNMENT ("Bill of Sale") is made as of July 1, 2018 between Child Development Resources of Ventura County, Inc. ("CDR"), and the Oxnard School District, a California public school district ("District") with reference to the following facts:

RECITALS

A. CDR and the District are parties to that certain Memorandum of Understand Regarding Facilities Use (the "MOU"), pursuant to which CDR is entitled to utilize two classrooms at Harrington Elementary School Early Childhood Development Center (ECDC).

B. Pursuant to the terms of the MOU, CDR is to transfer all title and ownership in that portable classrooms that CDR placed on the District's San Miguel Elementary School site at 2400 South J Street, Oxnard, California to the District.

C. This Bill of Sale is being delivered by CDR to the District in accordance with the terms of the MOU.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDR and the District hereby agree as follows:

1. Assignment and Transfer. Subject to all of the terms and conditions of the MOU, CDR hereby assigns, transfers, conveys and delivers to the District good and marketable title to all of CDR's right, title and interest in and to the portable classroom that CDR placed on the District's San Miguel School site at 2400 South J Street, Oxnard, California (the "Facility") to have and to hold such asset to and for its use forever.

2. AS-IS. The assignment and transfer of the Facility is on an "**AS IS**," "**WITH ALL FAULTS**" basis and without any warranty or representation, express or implied, of any nature or sort, including, without limitation, any warranty of merchantability, fitness of use for a particular purpose, or otherwise.

2. Interpretation. This Bill of Sale is delivered pursuant to, and shall be construed consistently with, the MOU. In the event of any conflict or inconsistency between the terms of the MOU and the terms hereof, the terms of the MOU shall control. Capitalized terms used but not defined in this instrument shall have the meanings given them in the MOU.

3. Effective Date. This Bill of Sale shall only be effective on July 1, 2018.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/16/18

- 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 _____ 1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #18-10 – Community Action Partnership of San Luis Obispo County, Inc. – Facilities Use for Buena Ventura Migrant & Seasonal Head Start at Harrington ECDC (Freeman/Thomas)

This Agreement/MOU between the Oxnard School District and Community Action Partnership of San Luis Obispo County, Inc. establishes the terms for the use of preschool classrooms for the Buena Ventura Migrant & Seasonal Head Start Program at the Harrington Early Childhood Development Center.

Term of the Agreement/MOU: July 1, 2018 to June 30, 2023

FISCAL IMPACT:

None - \$1.00 per year will be paid to Oxnard School District by Community Action Partnership of San Luis Obispo County, Inc.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction, and Accountability, that the Board of Trustees approve Agreement/MOU # 18-10 with Community Action Partnership of San Luis Obispo County, Inc.

ADDITIONAL MATERIAL(S):

Attachments:

- Agreement/MOU #18-10, Community Action Partnership of San Luis Obispo County, Inc. (13 Pages)

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN COMMUNITY ACTION PARTNERSHIP
OF SAN LUIS OBISPO COUNTY, INC. AND THE OXNARD SCHOOL DISTRICT**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Community Action Partnership of San Luis Obispo County, Inc. (“CAPSLO” or “Lessee”) and the Oxnard School District (the “District” or “Lessor”). CAPSLO and the District shall sometimes be referred to herein as the “Parties” or individually a “Party.”

WHEREAS, on or about August 3, 2017, CAPSLO and the District entered into a Memorandum of Understanding (“2017 MOU”) pursuant to which CAPSLO was allowed to utilize two temporary classrooms and to share in the use of the playground at Harrington Preschool Center at Harrington Elementary School, 451 East Olive Street, Oxnard, California 93033 (“Harrington ES”);

WHEREAS, pursuant to its terms, the 2017 MOU is to expire on June 30, 2018 and it will not be extended;

WHEREAS, it is the desire of the Parties to enter into this MOU pursuant to which CAPSLO will utilize two part-time classrooms to operate the Buena Ventura Migrant & Seasonal Head Start Program at Harrington Preschool Center at Harrington ES (the “Program”);

WHEREAS, the District is currently reconfiguring two classrooms at the Harrington Preschool Center, Harrington Elementary School, 451 East Olive Street, Oxnard, California 93033 (the “Space”) that are currently not needed on a full-time basis by the District;

WHEREAS, CAPSLO and the District desire to develop a mutually agreeable solution that satisfies the classroom needs of CAPSLO;

WHEREAS, the District believes that it is in the best interest of the District, CAPSLO, the students and teachers of the District, the parents of the students of the District, and the public to allow CAPSLO to utilize the Space pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The initial term of this MOU shall be for five years, commencing on July 1, 2018 and ending on June 30, 2023 (the “Initial Term”) subject only to termination in

accordance with this MOU. The Initial Term may be extended for additional five year periods subject to the following conditions:

(a) CAPSLO shall notify the District by April 30th of each year requesting extension of the MOU for another five year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Initial Term or any extension thereof, CAPSLO notifies the District that it wishes to extend the term, the District may, in its sole discretion, offer CAPSLO alternative and essentially equivalent premises at another school site within the District, provided that the District gives CAPSLO not less than thirty days prior written notice of its election to do so.

(b) The District may deny any and all extensions beyond the Initial Term if there is an uncured breach of this MOU or if the District, in its sole discretion, requires the use of the Space. The District shall notify CAPSLO of its denial by May 30th of any year requesting extension.

Article 2. Use of the Space.

2.1 ALLOCATION OF SPACE.

The District hereby allocates to CAPSLO, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both CAPSLO and the District, where CAPSLO will occupy two classrooms for the sole purpose of operating the Program. The instructional calendar for the Program runs Monday through Friday, 5:15 a.m. to 5:00 p.m., beginning October 16 to June 30. CAPSLO staff may occupy the Space prior to the first day of instruction, starting September 1, 2018. CAPSLO will provide the District, no later than April 30, 2018, a copy of the instructional program and staffing calendar for the Program year 2018 – 2019. CAPSLO may share in the use of the playground at Harrington Preschool Center at Harrington ES, subject to the needs and scheduling of the District. Program staff shall use the restrooms in the Administration Building, shared with others. CAPSLO and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington Elementary School. CAPSLO understands and agrees that it will cooperate with other persons using the premises at Harrington Elementary School and will reach amicable arrangements concerning such use.

(b) CAPSLO acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, CAPSLO has not relied on any representation, statement, or warranty of the District or anyone acting for or on behalf of the District; (ii) CAPSLO is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) the District makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space,

including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

CAPSLO may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of the District.

2.3 CUSTODIAL SERVICES.

The District shall provide custodial services for the Space.

2.4 REPRESENTATIONS AND WARRANTIES OF CAPSLO.

CAPSLO represents and warrants to the District that:

(a) CAPSLO is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. CAPSLO will maintain good standing and full power and authority at all times during the term of this MOU.

(b) CAPSLO has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of CAPSLO and do not require any further approvals or consents. CAPSLO shall provide the District with a copy of its Community Care License certificate and personnel list.

(c) There is no pending or, to the best knowledge of CAPSLO, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of CAPSLO to perform its obligations under this MOU.

(d) CAPSLO shall run the Program and hire qualified teaching staff to provide intensive educational services to the children attending the Program at Harrington ES.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

CAPSLO shall be entitled to use the Space solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

CAPSLO shall not do or permit anything to be done, without the prior written consent of the District, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall CAPSLO sell or permit to be kept, used, or sold in

or about the Space any articles which may be prohibited by a standard form policy of fire insurance. CAPSLO shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. CAPSLO shall not use or allow the Space to be used for any improper or objectionable purpose, nor shall CAPSLO cause, maintain, or permit any nuisance in, on, or about the Space. CAPSLO shall not commit or suffer to be committed any waste in or upon the Space. CAPSLO shall be responsible for the repair or replacement of any property of the District that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) CAPSLO shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. CAPSLO shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. CAPSLO shall not be responsible for any and all legal compliance or environmental conditions that existed prior to CAPSLO's occupancy of the Space. CAPSLO shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by CAPSLO. Nothing in this section is intended to obligate CAPSLO to be responsible for or require CAPSLO to regulate the actions of any third parties not under the control of CAPSLO.

(b) CAPSLO shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. CAPSLO shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, CAPSLO shall comply with all applicable provisions of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and the District and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, CAPSLO shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which CAPSLO transacts its business.

3.4 FINGERPRINTING.

CAPSLO shall ensure that any persons admitted by CAPSLO to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at CAPSLO's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, CAPSLO shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, CAPSLO shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense.

Article 4. Fees

4.1 CAPSLO will pay to the District the sum of \$1.00 per year during the term of this MOU.

4.2 CAPSLO shall pay before delinquency any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term of this MOU upon the Space as additional rent.

Article 5. Compliance with Laws

5.1 CAPSLO shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Space that might threaten the exterior or structural elements of the District's property.

5.2 CAPSLO shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

CAPSLO shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities, furnishings and equipment provided to CAPSLO by the District, if any, shall remain the property of the District.

6.2 SITE MAINTENANCE

CAPSLO shall maintain and repair the Space in good condition suitable for the Program.

6.3 DISTRICT NON-RESPONSIBILITY

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance and repair of the Space and/or the Program.

6.4 REQUIRED NOTICE – EMERGENCY.

CAPSLO shall immediately inform the District or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District’s students, volunteers, employees or teachers. CAPSLO shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District.

Article 7. Indemnification

7.1 **Lessee’s Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee, or by any individual or entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor’s real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members' as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor’s Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal

property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED CAPSLO INSURANCE.

CAPSLO, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of CAPSLO and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) The District is to be named as an additional insured as respects work performed by or on behalf of CAPSLO under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers' compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects the District, and any insurance or self-insurance maintained by the District shall be in excess of CAPSLO's insurance coverage and shall not contribute to CAPSLO's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by CAPSLO to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

8.3 COPIES.

CAPSLO shall provide to the District a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to CAPSLO and that apply to CAPSLO and its use of the Space.

Article 9. Access by the District

9.1 The District or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Space; (b) as required by law or emergency; and (c) to examine the Space. The District shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between CAPSLO and the District shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

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 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.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to the District shall be addressed to:
Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030
Attn: Janet Penanhoat

Notice shall be given to CAPSLO at the following address:
Community Action Partnership of San Luis Obispo County, Inc.

Attn:

Article 11. Assignment and Subletting

11.1 CAPSLO shall not assign its rights or delegate its duties under this MOU. CAPSLO shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from the District. In addition, CAPSLO shall not allow any other person and/or entity to use the Space without the prior written consent from the District.

Article 12. Dispute Resolution

12.1 Disputes between CAPSLO and the District regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the names, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, the representatives from CAPSLO shall meet with representatives from the District in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by CAPSLO and the District. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY CAPSLO.

The occurrence of any of the following shall constitute a material default and breach of this MOU by CAPSLO:

(a) Any failure by CAPSLO to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by CAPSLO to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by CAPSLO for more than 90 days.

(d) A failure by CAPSLO to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. CAPSLO shall not be deemed to be in default if CAPSLO shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, CAPSLO is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against CAPSLO, and the same is not discharged within ninety (90) days of commencement.

(g) If CAPSLO has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by the District of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 THE DISTRICT REMEDIES.

If CAPSLO commits any such material default and/or breach as defined in Article 13, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating CAPSLO's right to possession irrespective of whether CAPSLO shall have abandoned the Space. In such case, the District may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If CAPSLO has abandoned the Space and any property not belonging to the District has been left behind, the District may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of CAPSLO. The District may also allow others to use the space, in which case the MOU shall terminate.

(b) Terminate CAPSLO's right to possession by any lawful means, in which case this MOU shall terminate and CAPSLO shall immediately surrender possession of the Space to the District. In such event the District shall be entitled to recover from CAPSLO any unpaid invoices for all costs and expenses incurred by the District in connection with the termination of CAPSLO's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY CAPSLO FOR CONVENIENCE.

CAPSLO may terminate this MOU for its convenience, by providing 60-days written notice of termination to the District.

15.2 TERMINATION BY THE DISTRICT FOR CONVENIENCE.

The District may terminate this MOU for its convenience by providing 60-days written notice to CAPSLO.

COMMUNITY ACTION PARTNERSHIP OF SAN LUIS OBISPO COUNTY, INC.

By: 

Name: Elizabeth Steinberg

Title: C.E.O.

Date: 4/19/2018

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/16/18

- 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 **1st Reading** _____ **2nd Reading** _____

Approval of Agreement #17-305 – Mad Science of Los Angeles (Freeman/Santamaria)

Mad Science of Los Angeles will provide our 5th grade students with fun, educational Mad Science Workshops focused on Science and Engineering practices. Ritchen School's focus strand targets Science and Technology. These workshops will reinforce science concepts and methodologies for our students, while addressing the newly adopted Generation Science Standards.

FISCAL IMPACT:

\$1,140.00 – PTA and LCFF-Specific

RECOMMENDATION:

It is the recommendation of the Principal, Ritchen School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-305 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-305, Mad Science of Los Angeles (1 Page)
 Certificate of Insurance (2 Pages)

**AGREEMENT/MOU #17-305 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT**

The scope of this document is to define the roles and responsibilities of Mad Science in providing lessons and activities for Ritche Elementary School in the Oxnard School District (OSD). The purpose is to provide Mad Science assemblies for students at Ritche Elementary School.

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 at Ritche Elementary School. Both the agency and consultant, 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 two (2) Workshops: Inventionation on June 6, 2018 at 9:15 am and 11:00 am.
 - b. Provide two (2) Workshops: Inventionation on June 7, 2018 at 9:15 am and 11:00 am.
 - c. Carry insurance that conforms to the district requirements for liability, worker's compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
 - a. Compensate Mad Science for four (4) Workshops at Ritche Elementary School at the following rates:

Workshops: Inventionation:	\$260.00 EA	\$1,040.00
Travel Fee		<u>\$ 100.00</u>
TOTAL:		\$1,140.00

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented April 25, 2018 through June 6, 2018.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

MAD SCIENCE OF LOS ANGELES:

Kim McAlpine, Operations
Mad Science of Los Angeles
Sparking, Imaginative, Learning
15815 Monte St. Unit 101
Sylmar, CA 91342
Phone: 818-909-6777, x101
Fax: 818-909-6771
<http://www.madscience.org/losangeles>

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).

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

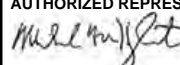
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> 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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED 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 <input type="checkbox"/> 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	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	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

CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Oxnard School District 1051 S. A Street Oxnard CA 93030</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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: Janet Penanhoat

Date of Meeting: 5/16/18

- 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
 X Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P18-04565 – Precision Plumbing-Mechanical (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P18-04565, Removal and Replacement of Existing Grease Interceptor in the Kitchen at Ritchen School, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Friday, April 27, 2018.

It is requested that the Board of Trustees approve Field Contract #FC-P18-04565 to the lowest responsible bidder, Precision Plumbing-Mechanical, who submitted the lowest responsive bid in the amount of \$16,269.00. The project will be funded through Deferred Maintenance – Ongoing Maintenance Funds.

FISCAL IMPACT:

\$16,269.00 – 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-P18-04565 in the amount of \$16,269.00 with Precision Plumbing-Mechanical.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-04565, Precision Plumbing-Mechanical (4 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P18-04565
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 5/16/18, between **Precision Plumbing-Mechanical** (“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 Sixteen Thousand Two Hundred Sixty-Nine Dollars and No Cents (\$16,269.00), payable in 1 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.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 4/27/18.**

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 June 29, 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> </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P18-04565</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>4/27/18</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

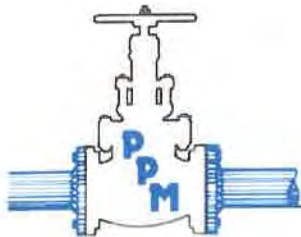
(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

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 Funds</u>

#12499



PRECISION Plumbing-Mechanical

5350 Gabbert Road • Moorpark, CA 93021 • (805) 529-4748 • fax (805) 529-5433

Proposal

Page No. _____ of _____ Pages

PROPOSAL SUBMITTED TO Oxnard School District - Orlando De Leon		PHONE	DATE 4-27-18
STREET		JOB NAME Ritchen School Grease Interceptor	
CITY, STATE AND ZIP CODE		JOB LOCATION 2200 Cabrillo Way, Oxnard, CA 93030	
ARCHITECT	DATE OF PLANS	odeleon@oxnardsd.org	JOB PHONE

We hereby propose to furnish in accordance with specifications below, or on attached pages, all labor and materials necessary to complete the following:

We propose to provide the labor and materials needed to complete the replacement of one (1) JR Smith #8200 series grease interceptor and related piping at the above referenced location. We have received no addenda to date.

SEE ATTACHMENT "A" FOR ITEMS INCLUDED & EXCLUDED

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Sixteen Thousand Two Hundred Sixty Nine Dollars & NO/100 _____ dollars (\$ **16,269.00**)

Payment to be made as follows:

Monthly progress payments; Net 15 days invoice.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Daniel Bascom

Note: This proposal may be withdrawn by us if not accepted within **15** _____ days

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____

Attachment "A"
PROPOSAL #12499

The following items are included in this proposal:

- No hub cast iron pipe and fittings with standard CISPI 310 no hub couplings.
- Demolition of existing floor, grease interceptor and related piping needed for replacement.
- Jetting of existing grease waste piping, ten feet downstream of grease interceptor and all piping from fixtures to grease interceptor.
- Installation of new JR Smith 8200 series grease interceptor with regularly furnished options and extension as required. **(5-6 week lead time)**
- Replacement of floor tile as required.
- All work to be performed during the regular business hours of 7:00 AM through 3:30 PM Monday through Friday.

The following items are excluded from this proposal:

- Off hours work including weekends and holidays.
- Performance and payment bonds.
- Permits.
- All electrical work needed for plumbing equipment including any low voltage electrical.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 5/16/18

- Study Session: _____
- Closed Session _____
- A-1. Preliminary _____
- A-II. Reports _____
- B. Hearings _____
- C. Consent Agenda _____
- D. Action Items _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

- Agreement Category:**
- _____ Academic
 - _____ Enrichment
 - X Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

Ratification of Agreement #17-295 – Casa Pacifica School (Freeman/Sugden)

Requesting ratification for Non-Public School (NPS) services for Student IH081410, for the 2017-2018 school year, including Extended School Year. The Non-Public School will provide a program of instruction which is consistent with the pupil’s individual educational plan as specified in the individual service agreement.

Student: IH081410

FISCAL IMPACT:

- Tuition: \$176.00 per diem x 67 days = \$11,792.00
(Including 20 days of Extended School Year)
- Speech & Language: \$128.00/hour x 6.25 hours = \$800.00
- Transportation: \$38 Round trip daily rate, for 67 days = \$2,546.00
- Grand Total:** **\$15,138.00** – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-295 with Casa Pacifica School, NPS, in the amount not to exceed \$15,138.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-295, Casa Pacifica School (4 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #17-295

THIS AGREEMENT, made and entered into this 16th day of May 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: IH081410

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2017-2018** school year at a daily rate of \$176 for 67 days; this includes 20 days of extended school year through July 12, 2018; Speech & Language at a rate of \$128 an hour for 6.25 hours; and \$38 daily rate for round trip transportation; services not to exceed **\$15,138.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-295

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$15,138.00.**
for **Student: IH081410**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-295

Page 3

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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

AGREEMENT #17-295

Page 4

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Michael Redard, Chief Financial Officer
Casa Pacifica School, Nonpublic, Nonsectarian School

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/16/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #6 (“WAL #6”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Brekke, McAuliffe and Ritche Kindergarten Flex Projects (Penanhoat/Fateh/CFW)

On April 19, 2018, the Notice to Proceed was issued to Viola Inc., to begin construction at the Brekke, McAuliffe and Ritche Kindergarten Flex projects. It was determined that there would be 300-500 cubic yards of export soils that would need to be tested for contaminants per location. This WAL will establish Rincon Consultants Inc., as the hygienist for the projects to provide environmental support on a per-need basis.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Work Authorization Letter: **#6**

Consultant: **Rincon Consultants Inc.**

Date Issued: **5/16/18**

FISCAL IMPACT

Work Authorization Letter #6 to Agreement #13-131 includes as-needed environmental support services for a not to exceed fee of **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** to be paid out of 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 CFW, that the Board of Trustees approve Work Authorization Letter #6 to Agreement #13-131 with Rincon Consultants Inc. to provide environmental support services for the Brekke, McAuliffe and Ritche Kindergarten Flex Projects.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #6 (1 Page)
- Proposal dated April 27, 2018 (4 Pages)
- Master Agreement #13-131 (53 Pages)

	WORK AUTHORIZATION LETTER			
	GENERAL INFORMATION			
PROJECT #:		DATE: 5/16/2018		
SITE NAME: Brekke, McAuliffe and Ritchen E.S.		DSA #		
MASTER AGREEMENT #: 13-131		OPSC #		
WAL #: 6		VENDOR ID:		
PURSUANT TO MASTER AGREEMENT BETWEEN:				
DISTRICT		CONSULTANT		
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501		Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
<p><i>Rincon Consultants Inc. will provide environmental support services to lead the monitoring and oversight activities for the projects. Consultant will collect soil samples from each site up to 4 ft. below surface grade and perform tests by a California certified laboratory. Samples will be analyzed for the following constituents; volatile organic compounds, total petroleum hydrocarbons fuel fingerprint, 17 CCR metals and organochlorine pesticides by EPA. Borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared and classified pursuant to USCS protocol. Consultant will also prepare a report summarizing the results of the analyses that will be stamped by a California Professional Geologist for each school. The reports will be used to evaluate if the soil in the vicinity of the classrooms is suitable for kindergarten students; whether any special precautions will need to be followed by construction workers installing the classrooms; and to evaluate if the soil is suitable for re-use at another school construction site.</i></p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>				
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL				
START DATE: 4/27/2018		COMPLETION DATE: 5/11/2018		
FIXED FEE AMOUNT: Not to Exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00)				
<i>This fee amount is based upon Consultant's proposal dated <u>4/27/2018</u> and subsequent negotiations mutually agreed to by all parties</i>				
<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>				
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:				
DISTRICT		CONSULTANT		
OXNARD SCHOOL DISTRICT		CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)	
FOR DISTRICT USE ONLY				
PROJECT MANAGER: Mario Mera		PREPARED BY: Chris Yafuso		
P.O. #		P.O. AMOUNT:		
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R"	<input type="checkbox"/> DEF. MAINT.	<input type="checkbox"/> DEV. FEES	
COST ID: 6271			<input checked="" type="checkbox"/> Master Construct & Implementation Funds	
(PM APPROVAL SIGNATURE)		(DATE)		
SPECIAL INSTRUCTIONS:				



Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

April 26, 2018 (Revised 4/27/18)
Project 18-05875

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Conduct Soil Sampling at Norman R. Brekke, Christa McAuliffe, and Emilie Richen Elementary Schools, Oxnard, California - REVISED

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this revised proposal to perform soil sampling at three Oxnard School District elementary schools. Rincon understands that portable classrooms are to be installed, one portable classroom on each of the three elementary school sites. The intent of this proposal is to conduct soil sampling in advance of mobilization and installation of the portable classrooms. The sampling will be used to evaluate if the soil in the vicinity of the classrooms is suitable for kindergarten students; whether any special precautions will need to be followed by construction workers installing the classrooms; and to evaluate if the soil is suitable for re-use at another school construction site. For the purposes of this proposal, we assume that the sampling to be conducted at a fourth campus, Ramona Elementary School, will be performed at a later date, and that cost of this work will be considered as an 'Option' for later approval.

Scope of Work

Soil Sampling

We will use a hand auger to collect soil samples from each site. For general budgetary purposes, we have assumed that two soil borings will be advanced to up to four feet below surface grade. Samples will be analyzed by a California certified laboratory. The following tasks will be performed as part of the soil sampling program.



Health and Safety Plan

Rincon's Health and Safety Plan outlines the measures to be followed to minimize exposure to onsite workers and the public. This document will be prepared prior to the commencement of field work. This document is required by Federal law.

Utility Notification

We understand that the Underground Service Alert (USA) utility notification has already been performed, and that Rincon does not need to notify the utility notification service.

Assessment Areas

We will advance up to two soil borings at each of the three school sites for this assessment. The borings will be advanced with a hand auger to depths of up to four feet below grade. Soil samples will be collected at 0.0-0.5 foot below grade, 1.5-2.0 feet below grade, and 3.5-4.0 feet below grade at each location. The borings will be terminated if refusal or groundwater is reached before the borehole reaches 4.0 feet below grade. Soil matrix samples will be analyzed for the following constituents:

- Volatile organic compounds (VOCs), analysis by EPA method 8260B.
- Total petroleum hydrocarbons fuel fingerprint, EPA 8015 or 8260B
- 17 CCR metals
- Organochlorine pesticides by EPA method 8081A

For budgetary purposes, we have assumed that the 0.0-0.5 and 1.5-2.0 foot deep samples will be analyzed for these constituents and the 3.5-4.0 foot deep samples will be put on hold pending the results of the other two samples. If contaminants are detected in the shallow samples, then we will discuss this with Client to determine if any of the deepest samples warrant analysis. For budgetary purposes, we are assuming that 4 soil matrix samples from each school will be analyzed for the constituents listed above.

The soil borings will be logged in the field for sediment type, contaminants, or other notable features. Soil boring logs will be prepared. The sediments will be classified pursuant to Unified Soil Classification System (USCS) protocol.

Report Preparation

Following completion of the field work and receipt of the analytical results, we will prepare a report that summarizes the results of the analyses, presents soil boring logs, depicts sampling locations, tabulates the analytical data, and compares the results to contaminant thresholds.



The report will be prepared and stamped by a California Professional Geologist. We will prepare one report for each school site.

Schedule and Cost

We have calculated the cost to complete the sampling as proposed here. This cost (\$4,714) is developed for each school site. We understand that three school sites are to be currently sampled, so the total cost is \$14,142. The option to perform similar sampling at Ramona Elementary School is herein considered as option to be approved at a later date at the per-school cost shown above. We are prepared to start with this project immediately upon your authorization. The samples will be analyzed on an expedited turnaround basis of 3 working days. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and Caldwell Flores Winters, Inc. The cost for this project is listed in Table 1.

Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the property owner.
- Rincon will not be responsible for notifying the utility clearance service and all utility clearances will have been done prior to Rincon doing its sampling.
- The subsurface is amenable to drilling using the method described in this proposal and the sampling can be completed in the specified timeframes.
- There will be no delays caused by inclement weather.
- Site access will be secured by property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis (3 working days).
- The soil cuttings will be used to backfill the sampling boreholes.

Authorization

To authorize this proposal, please provide us a work order referencing this proposal.





We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist

Table 1 - Cost Breakdown Per School Site

Item	Unit	Cost per Unit	Number of Units	Subtotal
Soil Sampling				
Health and Safety Plan	Lump Sum	\$150	1	\$150
Project Environmental Scientist	Task	\$500	1	\$500
Miscellaneous Equipment: sampling equipment and vehicle	Task	\$200	1	\$200
			Subtotal	\$850
Sample Analysis*				
VOCs, EPA 8260B	Sample	\$118	4	\$472
TPH- fuel fingerprint	Sample	\$113	4	\$452
17 CCR Metals	Sample	\$138	4	\$552
Organochlorine Pesticides	Sample	\$122	4	\$488
			Subtotal	\$1,964
Report and Project Management				
Report Preparation and Project Management	Lump Sum	\$1,900	1	\$1,900
			Subtotal	\$1,900
Total Cost For Each School Site Evaluated				\$4,714

*Note: Sample Analysis will be performed on a 3-business-day turnaround basis. Costs presented include a 30% markup for this expedited turnaround.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

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

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

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

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

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

9. Responsibilities of Consultant:

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

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

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

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

10. Responsibilities of District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

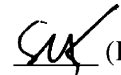
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that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

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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.

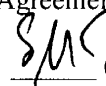
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid.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

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

Not Project Related

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

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

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

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

Not Project Related

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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

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

- Not Project Related
- 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:

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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

Project #13-131

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

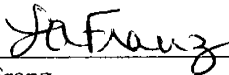
CONFLICT OF INTEREST CHECK

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

Project #13-131

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.

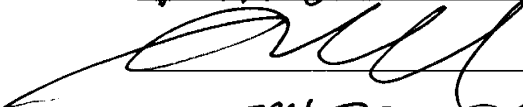
Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature:

By:


STEPHEN SVETE

Its:

VICE PRESIDENT

Not Project Related

Project #13-131

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

Not Project Related

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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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Project #13-131

- 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.

Not Project Related

Project #13-131

- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

Not Project Related

Project #13-131

9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

Not Project Related

Project #13-131

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

14. Reports:

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

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

15. Time

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

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

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

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

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

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

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

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

16. Accuracy Standards

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

- Not Project Related
- Project #13-131

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR NAME

SUBCONTRACTOR:
 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	0%	#VALUE!	0	#VALUE!	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	0%	#VALUE!	0	#VALUE!	#VALUE!	#VALUE!
SUBTOTALS				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

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

- Not Project Related
 Project #13-131

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-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 (middlesdtdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AMERICAN SAFETY INDEMNITY COMPANY	NAIC # A IX
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <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/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <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	UMBRELLA LIAB <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
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A 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	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							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 
---	--

CFW

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

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
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.

Additional Insured(s)	Specified Project
<p>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.</p> <p>Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers</p>	<p>Where Specified by written contract</p> <p>RE: All Operations</p>

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	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	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:			
INSURER F:			

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. INSR	SUBR. 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	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			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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						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 N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- 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 on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

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

7. Lease Gap Coverage

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

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

B. EXCLUSIONS

The following is added to Paragraph 3

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

Paragraph 4 is replaced with the following:

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

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

Exclusion 4.c does not apply to:

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

D. DEDUCTIBLE

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

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 _____

EQB0201324 20130201 000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/16/18

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 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #7 to NV5 West Inc., for Geotechnical Engineering Services for the Seabridge K-5 School Project (Penanhoat/Fateh/CFW)

At the August 23, 2017, regularly scheduled Board Meeting, the Board of Trustees approved Work Authorization Letter #6 to NV5 West Inc., to provide design phase geotechnical engineering services for the Seabridge K-5 School Project.

Due to the site's challenging existing conditions, the civil engineer requested additional percolation testing in order to design the best possible drainage plan for the school.

Work Authorization Letter #7 is issued pursuant to and consists of:

Master Agreement: **#13-154**

Work Authorization Letter: **#7**

Consultant: **NV5 West Inc. (formerly known as BTC Labs Inc.)**

Date Issued: **05/16/18**

FISCAL IMPACT

The additional Geotechnical Engineering services will be completed for a lump sum fixed fee of: **Seven Thousand Two Hundred Dollars and Zero Cents (\$7,200.00)**, to be paid from 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 approves WAL #7 for Master Agreement #13-154 with NV5 West Inc

ADDITIONAL MATERIAL(S):

Attached:

- WAL #7 - NV5 West Inc. (1 Page)
- NV5 Proposal - dated 04.23.18 (5 Pages)
- BTC Labs Inc. Master Agreement #13-154 (35 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 16-May-18
SITE NAME: Seabridge K-5 Elementary School	DSA #
MASTER AGREEMENT #: 13-154	OPSC #
WAL #: 7	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	NV5 West Inc
	Street:	1868 Palma Dr. Ste. A
	City, State, Zip:	Ventura CA 93003
	Phone:	805.656.6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Additional Geotechnical Engineering Services to be performed at Seabridge K-5 Elementary School. Scope of services includes the following: field exploration and testing; excavating, sampling and logging two hand auger borings, perform 2 percolation tests, excavate 2' below surface and perform density tests using a nuclear gauge at the proposed building pads, backfill borings, perform lab tests, engineering analysis and prepare a report of the findings.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 4/23/2018	COMPLETION DATE: 5/23/2018
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FIXED FEE AMOUNT: Seven Thousand Two Hundred Dollars (\$7,200.00)

This fee amount is based upon Consultant's proposal dated 04.23.2018 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 superseded by this WAL and/or the associated Master Agreement.

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

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

FOR DISTRICT USE ONLY

PROJECT MANAGER: Jennifer Mclsaac	PREPARED BY: Chris Yafuso
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct and Implementation Funds	
COST ID: 6160	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



March 28, 2018
Revised 4/23/2018

Project No.: 17-002194

Oxnard School District
1055 South C Street
Oxnard, California 93030

c/o: Chris Yafuso
Caldwell, Flores, Winters, Inc.
1901 South Victoria Ave. Suite 106
Oxnard, California 93035

Subject: **Proposal for Additional Geotechnical Services
Percolation Testing of Proposed Stormwater Infiltration Structures
Proposed Seabridge Elementary School Project
Wooley Road, Oxnard, California**

Reference: NV5 West, Inc., October 24, 2017; Report of Preliminary Geotechnical Engineering Study, Proposed Seabridge Elementary School, Oxnard School District, Oxnard, California

NV5 West, Inc. (NV5) is pleased to provide this proposal at the request of CFW for additional percolation testing services for proposed stormwater infiltration structures and additional field compaction testing for the proposed Seabridge Elementary School in Oxnard, California. The purpose of the proposed services is to update NV5's previous geotechnical study (2017) to evaluate the currently proposed stormwater infiltration improvements and evaluate near surface compaction of existing engineered fill. The project is subject to Prevailing Wage law.

PROJECT UNDERSTANDING

Our project understanding is based the information provided by CFW, a conceptual plan of stormwater improvements by Phoenix Engineering, and our knowledge of the site based on our previous geotechnical study of the subject site. The area of the proposed stormwater infiltration structures are underlain by engineered fill and young alluvium. Groundwater is anticipated to be between approximately 5 to 15 feet below grade.

The site grading plans by Phoenix Engineering dated 2/20/2018 show proposed grades at approximately elevation 15 feet. The Storm Drain Plan, C-3.0 shows proposed infiltration systems in the west portion and east portions of the site. Percolation testing reported in the referenced NV5 report is applicable for the proposed infiltration system shown in the west portion of the site. However, the proposed infiltration system now shown in the eastern portion of the site is located in a different location than the conceptual planning of proposed infiltration for the eastern portion of the site. NV5 understands that the proposed invert depth is planned at elevation 5.5 feet (approximately 7.5 feet and 3 feet below the existing grade in the northern and southern portions, respectively, of the proposed eastern infiltration system). NV5 understands that the southern portion of the site will be raised by approximately 7 vertical feet. As noted by the project engineer

and city, percolation testing should comply with the Ventura County Technical Guidance Manual for Stormwater Quality Control Measures.

Additional percolation testing in the eastern portion of the site is proposed herein. Additional field testing also includes in-place density testing of the proposed building pad areas. NV5 understands that the site has been disced for the purposes of weed abatement, thus the density testing will be performed below the elevation of the discing.

SCOPE OF ADDITIONAL SERVICES

Based upon our current project understanding, we propose the following scope of services:

Task 1 – Project Preparation and Documentation Review: Review existing site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.

Reconnoiter the site to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol. NV5 will pre-mark boring locations and notify Underground Service Alert of the marked boring locations. NV5 is not responsible for damage to landscaping, irrigation lines, or utilities.

Notice Regarding Underground Utilities: Please note that USA does not locate utilities within private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client.

Exploration Permits: Boring permits are not anticipated to be required for this project. It is assumed that if permits are required that the client will provide those.

Task 2 – Field Exploration and Testing: Subsurface exploration will consist of hand auger borings for percolation testing as described below. Field testing includes percolation testing and in-place density testing.

- Excavate, sample, and log approximately two hand auger borings depths ranging from five (5) to nine (9) feet below ground surface, based on planned stormwater infiltration depths. Actual boring depths will depend upon the field conditions encountered. Relatively undisturbed soil samples and bulk samples will be obtained from the borings at various depths. An NV5 geologist will observe the excavation operations and log the underlying materials based on visual observation of soil samples.
- Perform 2 well permeameter or boring percolation tests to approximately five (5) and nine (9) feet below grade in general conformance with Ventura County's Guidelines (12 inches below elevation of proposed invert). This task includes excavation of 2 borings (as described above), installation of monitoring wells, 24-hour infiltration testing, boring abandonment and backfill, and analysis.
- In-place density testing using a nuclear density gauge of the proposed building pad areas. Testing includes preparation of the test surface by excavation of a test surface (approximately 2 feet by 2 feet wide) at an elevation below the penetration of the discing at each of approximately 6 locations.

Fieldwork Hours: Field exploration is planned for normal business hours, Monday through Friday. If requested, exploration can be scheduled for nights or weekends to minimize site disruption for an additional fee.

Boring Backfill: At the end of percolation testing, the borings will be backfilled with bentonite chips.

Soil Cuttings: Excess soil cuttings generated during the excavation will be spread onsite.

Hazardous Materials: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted borings will be terminated and arrangements will be made to backfill such borings with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

Task 3 – Laboratory Testing: Laboratory testing will consist of laboratory maximum dry density and optimum moisture content tests to evaluate relative compaction of the near surface earth materials.

Task 4 – Engineering Analysis: Engineering analyses will be based on the available research and findings from the field exploration, percolation testing, field density testing, and laboratory testing; and will include evaluation of infiltration rate of the earth materials in the zone of the proposed stormwater infiltration.

Task 5 – Report: Prepare a geotechnical report presenting a summary of our findings and preliminary geotechnical recommendations for design of stormwater retention/infiltration structures. A total of three copies of the report will be provided. The geotechnical report will include:

- Site & Project Description
- Site Location Map and Geotechnical Site Plan
- Logs of Exploratory Borings and field investigation procedures
- Percolation test results and summary of testing procedures
- In-place density and moisture content of the near-surface earth materials
- Results of Laboratory Testing (Maximum Dry Density and Optimum Moisture Content)
- Results of Relative Compaction of Near Surface Earth Materials in Proposed Building Pad Areas
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of Site Infiltration Characteristics

Task 6 – Project Management: Management of the project includes coordination of the various tasks of the study including field exploration, percolation testing, and report preparation. Attendance at one project-related meeting is included within the scope of this preliminary study.

The following services are not included on the estimate above and will be provided at the client's request on a time and material basis. The rates for these services are in accordance with the attached

fee schedule.

- Project meetings away from our office.
- Post-report consultation or response to regulatory review comments.

SCHEDULE

We understand that time is of the essence on this project. We are prepared to mobilize immediately and implement the field exploration upon authorization to proceed. Our anticipated project schedule is summarized below, subject to availability of facility access and weather delays. Preliminary results of infiltration rates will be communicated to the project team within 2 days following completion of the percolation testing, in advance of final reporting as indicated in the estimated schedule shown in the following table.

COST ESTIMATE

NV5 will provide the proposed scope of services for the Lump Sum Fee of Seven Thousand Two Hundred dollars (\$7,200). A cost breakdown summary below is provided below for information only. Any additional services will be provided on a time and materials basis in accordance with the attached fee schedule.

Task	Estimated Schedule (Wk Days)	Estimated Cost
Task 1: Project Preparation & Site Recon	2	\$ 350
Task 2: Field Exploration	3	\$ 4,250
Task 3: Laboratory Testing	2	\$ 550
Task 4: Engineering Analysis	1	\$ 550
Task 5: Report	2	\$ 1,200
Task 6: Project Management	-	\$ 300
TOTAL	10	\$ 7,200

ASSUMPTIONS AND LIMITATIONS

This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 90 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5's view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate

the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

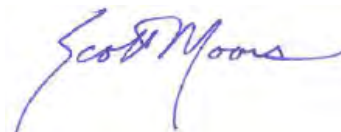
- NV5's fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.
- Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5's control are not included.
- Post report consultation, including response to regulatory review comments, design revisions, building plan review, and construction observation services are not included and will be provided for an additional fee.
- The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.
- NV5 will not be responsible for the excavation, sampling, handling, identification or disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

NV5 appreciates the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.



Shaun Simon, PG, CEG, RCE 82610
Engineering Manager



Scott Moors, PG, CEG, CHg
Vice President

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, 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.

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**.

5. **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.
6. **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.
7. **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.

8. 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.

9. 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.
10. **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.
11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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”).


20. **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.

21. **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.

 (Initials)

22. **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)

23. **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.
24. **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.
25. **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
26. **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.
27. **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.


28. **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.

29. **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.

30. **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)

31. **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.

32. **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: BTC Labs – Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.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.

33. **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.
34. **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.
35. **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.
36. **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.

- 37. **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.
- 38. **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).
- 39. **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:

BTC LABS - VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

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

SCOTT MOORS / President
Typed Name/Title

11-20-13
Date

10-30-2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620

Not Project Related

Project #13-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

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 #13-154

WORK AUTHORIZATION LETTER (WAL)	
GENERAL INFORMATION	
PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:	
DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL	
(ATTACH ADD'L PAGES AS NECESSARY)	
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL	
START DATE:	COMPLETION DATE:
FIXED FEE AMOUNT: _____	
<i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i>	
<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>	
<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>	
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:	
DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT:
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY	
PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: <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 #13-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

COMPENSATION & RATE/FEE SCHEDULE

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

MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)

A. Professional Staff		Standard
Principal Engineer/Geologist/Consultant		\$180
Senior Engineer/Geologist/Consultant (PE, CEG)		\$155
Project Engineer/Geologist/Consultant/Manager		\$130
Staff Engineer/Geologist/Consultant		\$105
B. Field Sampling, Inspection & Testing		Standard
Special (Deputy) Inspector	Prevailing Wage	\$78
<i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>		
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: Density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

C. DSA / OSPIID Inspection & Testing		Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I		\$110
Project Inspector / IOR, DSA Class II/III		\$95
DSA Masonry / Shotcrete Inspection		\$90
DSA Form 5 (Inspector Qualifications)		\$45 ea.
Special Inspection Verified Report (SIVR/VR)		\$185 (min.) ea.
Laboratory / Geotechnical Verified Report		\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage		Prevailing Wage	Standard
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price		\$55/hr	
Field Equipment & Supply Delivery (1 hr min)		\$55/hr	
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75/hr	
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi	
Mileage – Coring Truck		\$0.70/mi	

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services		Prevailing Wage	Standard
Laboratory Technician			\$85
File Search, Reissue of Report			\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)			\$80
Court Appearance and Depositions (4 hr min)			\$295
Drafting/CADD			\$70
Clerical			\$60

II. MATERIALS AND EQUIPMENT

A. Equipment		Rate
1. Air Meter (Concrete)		\$45/day
2. Calibrated Ram (Pull test)		\$75/day
3. Ceiling Wire Dead-Weight Equip.		\$110/day
4. Concrete Relative Humidity Meter		\$265/day
5. Concrete Slab Moisture Emission Kit		\$55/ea
6. Floor Flatness (plus labor – 4hr min)		\$550/day
7. Generator		\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)		\$385/dy
9. Magnetic Particle Equipment & Consumables		\$50/day
10. Nuclear Gauge		\$25/day
11. Pachometer (Rebar) Survey Equipment		\$85/day
12. Schmidt Hammer		\$35/day
13. Skidmore Wilhelm, per day		\$75/day
14. Torque Wrench (Large), per day		\$50/day
15. Torque Wrench (Small), per day		\$15/day
16. Ultrasonic Equipment & Consumables		\$60/day
17. Vehicle – Field Truck		\$55/day
B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./dcmob.)		
1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr.
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$2/inch
4. Coring truck mileage (portal to portal)		\$0.70/mi
5. Traffic Control		Per Quote

Not Project Related

Project #13-154

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) CTM 216	\$ 225

D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test ASTM C1567 Rapid-Cement Combo	\$ 760
55. R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap. Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 required - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

Not Project Related

Project #13-154

C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)			\$45
2. Macroetch	\$55 ea.		
3. Free bend			\$65
4. Nick break	\$45 ea.		\$35
5. Side, face or root bend	\$28 ea.		\$35
6. Tensile	\$40 ea.		\$50
7. Welder Qualification Records			\$115

Include evaluation of test specimens and preparation of Stamped Welder/Procedure Qualification Records per applicable code
**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*
***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Fractional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. I.TMD	\$210
5 pt. I.TMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEFM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEFM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

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

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

- Not Project Related
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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

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 #13-154

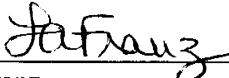
CONFLICT OF INTEREST CHECK

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 #13-154**

**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: Scott Moors

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: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: _____

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

SCOPE OF SERVICES – 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.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM DI 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM DI 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - 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.

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6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 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

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- iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

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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 #: _____

PROJECT TYPE: _____

DATE: _____

INVOICE #: _____

PERIOD COVERED: _____

PO #: _____

Project Name/Site

Project #

New Const./Modernization

Date of Invoice _____

Invoice # _____

Billing Period of Invoice _____

Purchase Order # _____

VENDOR NAME

SUBCONTRACTOR: _____

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!
SUBTOTALS				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS		#VALUE!	#VALUE!
TOTAL DUE THIS INVOICE		#VALUE!	#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-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

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

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadi@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

Cavignac & Associates

INSURANCE BROKERS
License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

Oxnard School District
ATTN: Lisa Franz
1051 South A Street
Oxnard, CA, 93030

Oct 30, 2013

Re: NV5/Nolte Associates, Inc.

To Whom It May Concern:

Enclosed is a certificate of insurance, as requested. If you have questions or require changes, please contact our office via email (certificates@cavignac.com) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243844.

Sincerely,

Cavignac & Associates Certificate Department
certificates@cavignac.com
619-234-1239 (fax)

cc: Danielle Wooten (Danielle.Wooten@nv5.com)

Certificate of Insurance for NV5/Nolte Associates, Inc.



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).

PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS PROP CAS CO OF AMER		25674
INSURER B: TRAVELERS IND CO OF CT		25682
INSURER C: HUDSON INS CO		25054
INSURER D:		
INSURER E:		
INSURER F:		

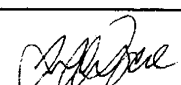
COVERAGES **CERTIFICATE NUMBER:** 243844 **REVISION NUMBER:**

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
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int <input checked="" type="checkbox"/> \$0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6806B97547A	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Stop Gap Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ \$0		CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB3893T34A	5/1/2013	5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEE7246003	5/1/2013	5/1/2014	Ea Claim \$5,000,000 Aggregate \$10,000,000

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

Re: Agreement for Consultant Services #13-130. Additional Insured coverage applies to General and Automobile Liability for Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit. Cavnagac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030 United States	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE Jeffrey W. Cavnagac 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/16/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Amendment #006 to Agreement #12-240 with Dougherty & Dougherty to Provide Additional Architectural Services for the Harrington ECDC Project (Penanhoat/Fateh/CFW)

At the June 26, 2013 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #12-240 with Dougherty and Dougherty (now and going forward known as Dougherty) to provide additional services for the Harrington ECDC Project (Project).

Amendment #006 and the attached proposal received from Dougherty is for the additional Scope of Work including: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions.

FISCAL IMPACT:

Three Thousand Six Hundred Dollars and Zero Cents [\$3,600.00] to be paid out of Master Construct & Implementation Funds.

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 Amendment #006 to Agreement #12-240 with Dougherty for the Harrington ECDC Project for additional architectural and engineering services.

ADDITIONAL MATERIAL(S):

- Amendment #006, Dougherty and Dougherty (3 Pages)
- Proposal, Dated March 20, 2018 (2 Pages)
- Agreement #12-240 Dougherty and Dougherty (76 Pages)

**Amendment No. 006 to Architect
Services Agreement #12-240 with Dougherty and Dougherty**

The Architect Services Agreement (“Agreement”) entered into on June 26, 2013, by and between the Oxnard School District (“District”) and Dougherty and Dougherty, (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 006 to the Architectural Services Agreement (“Amendment”) that is incorporated herein for all purposes

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the Harrington Early Childhood Development Project (“Project”) for the District’s Facilities Implementation Plan;

WHEREAS, the Architect has completed the design work for the Project and submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of the Harrington ECDC Project;

WHEREAS, upon consideration of the proposed modifications to the plans and specifications, the timing of those modifications, the District requires amending the scope of work of Dougherty and Dougherty to design, engineer and coordinate the completion of the new school incorporating the additional work contemplated by the District Administration;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to add the following language to SECTION 3 of the Agreement:

The definition of the Project is modified to include the following additional scope of work: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions. The proposed amendment contemplates all work related to the design and engineering of the work, the preparation of a Construction Change Directive (“CCD”) and the work associated with any and all permitting, licensing,

and agency approvals, including stamp-approval from DSA, and upon completion of the construction project, all work associated with certified close-out of Project.

The Parties agree to add a new SECTION 5.2.4 to the Agreement as follows:

SECTION 5.2.4 Additional Compensation for Harrington Early Childhood Development Center revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and attached proposal thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

- A. Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00) for the additional Scope of work for the Harrington ECDC project including: Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children and patching of existing finishes as necessary to implement these revisions. Document preparation required for DSA submittal and review, and issuance to the general contractor for construction; submittal as required to DSA as a CCD; review of DSA comments and incorporation of corrections for final DSA approval; and provide construction support by addressing requests for information and review of additional documents provided by the contractor for review and approval.

The total sum for the additional services total:

Three Thousand Six Hundred Dollars and Zero Cents (\$3,600.00) The Parties agree that the work identified herein constitutes all of the additional owner requested scope, changes or modifications arising out of this Agreement.

The Parties agree that all other provisions of the Architectural Services Agreement entered into and executed by the Parties on June 26, 2013 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 006 and represent that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ Date _____
Lisa A. Franz, Director, Purchasing

DOUGHERTY AND DOUGHERTY:

By: _____ Date _____
Brian Dougherty, Principal



March 20, 2018

Mr. Scott Burkett
Senior Vice President
Caldwell Flores Winters
1901 South Victoria Ave, Suite 106
Oxnard, California 93035

Re: Harrington Early Child Development Center
Proposal for Professional Services – Restroom revisions
Dougherty Project No. 21336.20 Dougherty File No. A-3

Dear Mr. Burkett:

Thank you for your request for a professional services proposal to modify the approved project design and documentation to reflect the revise one existing staff restroom in Building A into a child restroom. This revision was requested by the District to accommodate child care functions at this building. The following comprises our understanding of the project scope and deliverables as well as our proposed schedule and professional fees for these services.

Project Scope

The scope of this modification includes the following revisions to the project scope as requested by the District:

1. Revisions to existing door, plumbing fixtures and accessories to enable the use of one existing restroom by preschool children. Patching of existing finishes as necessary to implement revisions.

Professional Services

The following outlines the services included in this proposal:

1. Prepare architectural drawings and fixture selection.
2. Assemble documents for submittal as a CCD to DSA.
3. Respond to DSA comments and obtain approval.
4. Review and respond to contractors RFI's and submittals.

Costa Mesa

3194 D Airport Loop Drive
Costa Mesa, CA 92626
714. 427. 0277
info@dougherty.us

Oakland

1904 Franklin Street, Suite 909
Oakland, CA 94612
510. 654. 2544
www.dougherty.us

DESIGN FORWARD



Project Schedule

Design services will commence upon authorization to proceed issued by the Oxnard School District. Coordination and preparation of the CCD package is estimated at two weeks followed by an estimated DSA review and approval period of eight weeks (variable depending on DSA availability).

Professional Fees

Services outlined above are proposed to be provided for a stipulated sum of **\$3,600.00 (three thousand six hundred dollars)** to be invoiced monthly based on the percentage of completion of rendered services. This sum is inclusive of anticipated normal reimbursable cost expenses for printing, reproduction and shipping related to these additional services.

General Assumptions

- Required modifications to existing construction to implement changes are assumed to be limited to features noted above. Revisions to other building components including wall construction, electrical and plumbing systems are not anticipated and are not included in this proposal.
- Governing jurisdictions review fees shall be paid for by the owner.
- Additional engineering or specialty consultant services not identified above are not anticipated but could be included under separate authorization if needed and/or required.

We welcome this opportunity to continue to serve the needs of the Oxnard School District on this project and look forward to a successful continuing relationship. If you have any questions about this proposal please don't hesitate to contact us at your earliest convenience.

Sincerely,



Diego Matzkin, AIA, LEED AP
Project Manager

Cc: Brian Dougherty, FAIA, LEED AP



AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

DOUGHERTY + DOUGHERTY ARCHITECTS, LLP

AND

OXNARD SCHOOL DISTRICT

JUNE 26, 2013

FOR

PROJECT 4 – HARRINGTON RECONSTRUCTION

received
COP 7/24/13

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this 26th day of June, 2013 by and between **DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at 3194 D. Airport Loop Drive, Costa Mesa, CA 92626 and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties.**”

RECITALS

WHEREAS, the **District** proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the **Architect** represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1 **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1 “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2 “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3 “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4 “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “**Architect Consultant**” shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “**Architect’s Supplemental Instruction**” or “**ASI**” shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “**As-Built Documents**” shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “**As-Built Drawings**” shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “**Basic Fee**” shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “**Basic Services**” are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “**Bid**” shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “**Bid Set**” shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “**Bidder**” shall mean the person or entity submitting a Bid.
- 1.1.14 “**BIM**” or “**Building Information Modeling**” shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “**CDE**” shall mean the California Department of Education.
- 1.1.16 “**Change Order**” or “**CO**” shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “**Change Order Request**” or “**COR**” shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its

changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18 **“CHPS”** shall mean Collaborative for High Performance Schools.
- 1.1.19 **“Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20 **“Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21 **“Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22 **“Construction Manager”** shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23 **“Construction Document Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.24 **“Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25 **“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 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.
- 1.1.26 **“Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27 **“Contractor Payment Application”** shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28 **“Design Bid Build”** shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29 **“Design Development Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.30 **“District”** shall mean the Oxnard School District.

- 1.1.31 **“District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.32 **“District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 **“DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 **“DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 **“Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 **“Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 **“Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 **“Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 **“Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 **“LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 **“Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 **“MOU”** shall mean a memorandum of understanding.
- 1.1.43 **“Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 **“OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 **“Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.

- 1.1.46 **“Potential Change Order”** or **“PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.
- 1.1.47 **“Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 **“Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 **“Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 **“Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 **“Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 **“Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 **“Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 **“Primavera Contract Management System”** or **“CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 **“Request for Information”** or **“RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 **“Re-Use of Plans”** or **“Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 **“SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 **“Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 **“Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.

- 1.1.60 "Site Adaption" shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check ("PC") Approval is maintained.
- 1.1.61 "SWPPP" shall mean Storm Water Prevention and Pollution Plan.
- 1.1.62 "Time Impact Analysis" or "TIA" shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

- 2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.
- 2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.
- 2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3 **THE PROJECT**

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

SECTION 4 **SERVICES**

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

- 4.2.12 Construction Delivery Methods: Lease-Leaseback.** The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.
- 4.2.13 Funding Applications and Approvals.** The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.
- 4.2.14 District Design Standards.** The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.
- 4.2.15 Storm Water Prevention and Pollution Plan (SWPPP).** The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.
- 4.2.16 Changes.** The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.
- 4.2.16.1 Changes Required to Meet Construction Budget.** If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.
- 4.2.17 Deliverables.** Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on Exhibits B and C.
- 4.2.17.1 DSA Approval Deliverable.** DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.15.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5

ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 **Compensation Description.** The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**One Million One Hundred Thousand Dollars and No Cents
(\$1,125,037.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<u>Architectural Phases</u>	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 **Invoices.** Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 **Close-Out Phase.** The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

5.4.1 PRIOR APPROVAL. The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.3 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.4 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 REIMBURSABLE EXPENSES. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee. The following is the EXCLUSIVE list of reimbursable expenses:

5.4.2.1 Travel and Mileage. The Architect 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 Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

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

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an Approval Letter from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an Invoice Cover Sheet indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR PROJECT 4 – HARRINGTON RECONSTRUCTION**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the

District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the 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 prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the 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 the Architect's sole and exclusive compensation and the District shall have no liability to the Architect 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.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.

- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services

accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.
- 7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.

7.1.4.1 Pre-Final Walk-Through. District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction "punch list" items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District's failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District's Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 **PROJECT CONSTRUCTION COST ESTIMATES**

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes

aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9

PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. 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.

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form

(hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

10.3 COPYRIGHT. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

10.5 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.

10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

11.1.1 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

- 11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and
- 11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.
- 11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.
- 11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.
- 11.1.4 **Survival of Indemnities.** The provisions of this Section shall survive the termination of this Agreement.
- 11.2 **INSURANCE.** Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.
- 11.2.1 **Minimum Limits of Insurance.** The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:
- 11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.
- 11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.
- 11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior

written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier "will endeavor" or that "failure to mail such notice shall impose no obligation and liability upon the company" shall not be acceptable.

11.2.4.4 The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best's Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

11.2.5.2 Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3 The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4 Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5 At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a

bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By the Architect. The Architect’s right to commence the Claims Resolution Process shall arise upon the District’s written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect’s Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect’s statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect’s time for performance. Adequate supporting data for a Statement of Dispute involving the Architect’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13
NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received 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. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, Chief Operating Officer
6425 Christie Ave., Suite 270
Emeryville, CA 94608

With original copy to:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South A St.
Oxnard, CA 93030

TO ARCHITECT:

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

14.1 REPRESENTATIONS OF THE ARCHITECT. By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.

14.1.1 The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.

14.1.2 The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.

14.1.3 The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.

14.1.4 The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.

14.1.5 The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the 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 the 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 the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest

therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect 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 the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect 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, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

(a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;

(b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;

(c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 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 Agreement or in any way to affect the terms and provisions set forth herein.

15.13 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.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

Architect

By: 

Title: PM/7NM

Date: 7.1.13

District

By: 

Title: Superintendent

Date: 7-23-13

EXHIBIT "A"

PROJECT

May 24, 2013
Brian Dougherty, Principal
Dougherty & Dougherty
3194D Airport Loop
Costa Mesa, CA 92626-3405

Architect Selection Package for Project 4 – Harrington Elementary School (K-5)

Dear Mr. Dougherty,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **Project #4: Harrington Campus Replacement**. This project is herein referred to as "Project 4". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Project 4 Summary

Project 4 includes a new elementary school campus to be designed and constructed on the same site where the existing Harrington Elementary School is currently located. The existing school will remain in operation throughout construction of the new facilities. Once the new school is ready for occupancy and the District confirms that all relocation efforts are complete, the existing structures will be demolished.

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Project 4.

Detailed Description

Enclosed in this package is a detailed description of Project 4, including components per approved District Educational Specifications required to establish a K-5 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan ("FMP") commissioned by the Board and the Measure "R" project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by

the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Harrington campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

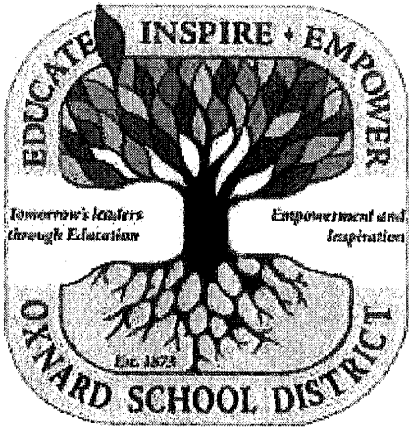
Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Monday, June 10, 2013 @ 4:00pm in .pdf format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Architect Selection Package for Project 4
Reconstruction of Harrington School

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

ARCHITECT SELECTION PACKAGE

I. DETAILED DESCRIPTION: PROJECT 4 - DESIGN & RECONSTRUCT HARRINGTON K-5 SCHOOL

PROJECT REQUIREMENTS

The Harrington school site currently exists on an 8.3 acre site. Project 4 includes the construction of a new school on the existing play fields and the demolition of the existing school. Harrington Elementary School currently serves approximately 558 students in grades K-6. Harrington is planned to be reconfigured to serve up to 700 students in grades K-5, pursuant to State loading standards for new construction. The school was constructed in 1955 and last modernized in 2004. The new Harrington campus will be built on the same campus while the existing campus is occupied.

The new campus will need to house 700 students per State standards in grades K-5 including 23 general purpose classrooms (960 square feet each), 4 kindergarten classrooms (1,120 square feet each), and 1 RSP room (480 square feet). Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms. Refer to the enclosed Approved Educational Specifications for space requirements. The project scope includes associated demolition and site work.

The total "all in" budget for the site is \$22,822,171 in current dollars, including demolition and site work (soft and construction costs combined, including contingencies). The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project which is further described in a later section. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than December 27, 2013. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence on November 2014 and be substantially complete by January, 2016.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

SITE BACKGROUND & COMMUNITY

Established in 1955, Harrington Elementary School is an integral part of the Oxnard community. In addition to educating children, the school has provided family support services, access to community information, early education and after-school mentorship programs, and a variety of other programs for students and the community.

The design team should be thoroughly familiar with the revised K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Harrington K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Harrington community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

EDUCATIONAL PROGRAM VISION

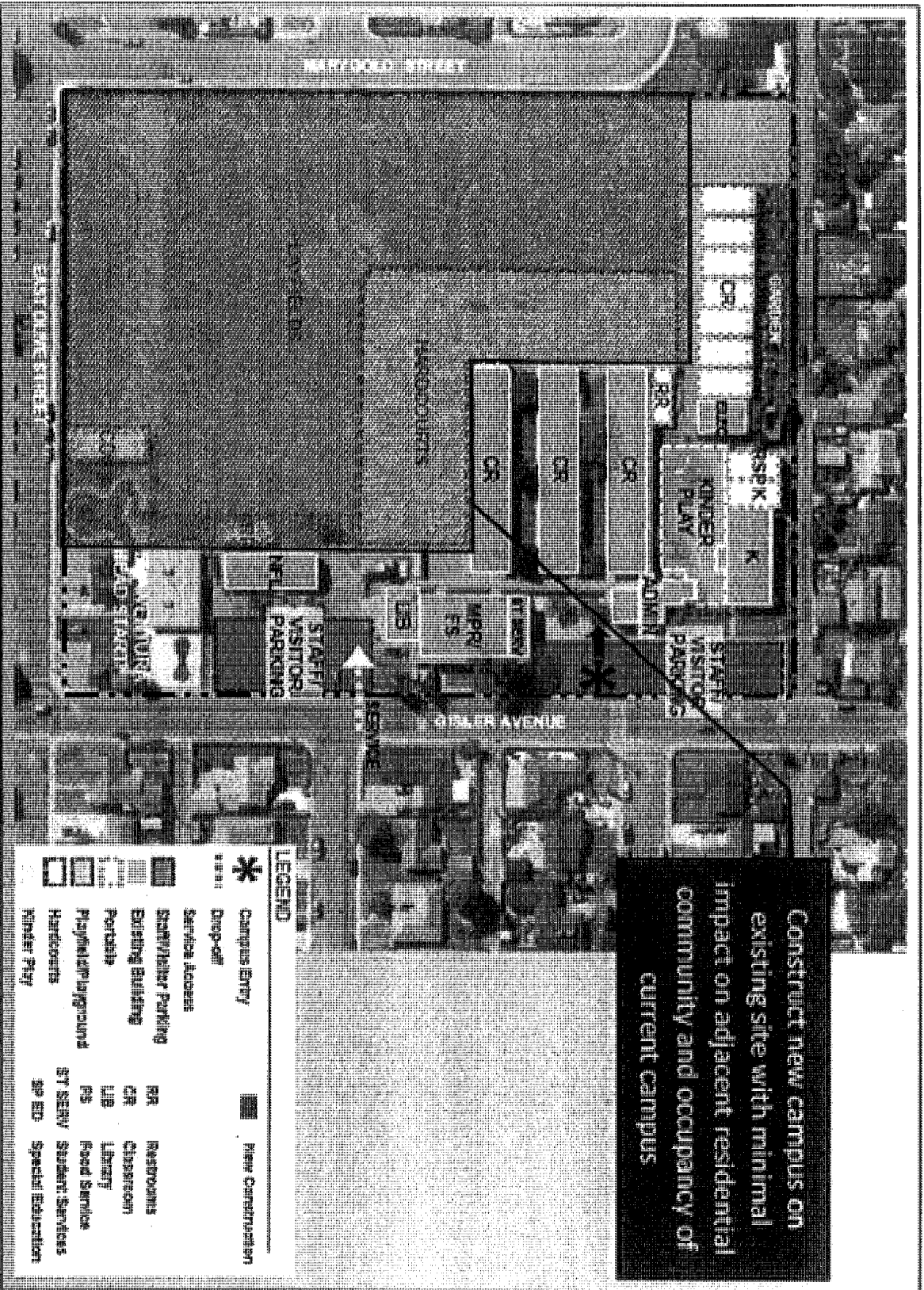
The K-5 Harrington education strand program will provide students with hands-on application of subject matter based on core curriculum requirements. Students will learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program will regularly engage students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. The design team should be mindful of the vision for the form and function of school facilities.

SITE MAP

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should work closely with CFW and the District, to identify the best "re-use" of previously approved designs, as well as currently existing facilities, as appropriate, to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. The reuse of the existing facilities is being undertaken with District forces, but will be closely coordinated with input from the selected design team by CFW. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities. The existing site may also be used as interim housing for additional school replacement projects for nearby schools as may be determined by the Board.

Harrington Site Map



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications below reflect the Board approved Educational Specifications within the Facilities Implementation Plan and should be addressed in the proposed design.

Harrington Elementary Specifications (K-5 Schools)			
<i>Design & Reconstruct School to K-5 Specifications for 700 students</i>			
Description	Quantity	Units	Total
Classrooms			22,560
Classrooms - Estimate 23 rms @ 960 sf ea.	22,080	sf	
RSP	480	sf	
Kindergarten			6,440
Kinder Classroom 4 @ 1,120sf	4,480	sf	
Workroom/Storage	400	sf	
Toilets 4 @ 65 sq. ft.	260	sf	
Equipment Storage	100	sf	
Kinder Shade Structure	1,200	sf	
Administration			4,515
Lobby/Public Waiting	300	sf	
Reception/Clerical	150	sf	
Principal's Office	200	sf	
Administrative Assistant	75	sf	
Conference Room	250	sf	
Work/Main Copy Room	250	sf	
Health Office	100	sf	
Nurse/Health Clerk	75	sf	
Toilet	65	sf	
Staff Workroom/Lounge	600	sf	
Kitchenette/Vending	150	sf	
Staff Toilets	390	sf	
Parent/Conf. - Multi Purpose/Workroom	300	sf	
Parent/Conf. - Storage Room	100	sf	
Flex Office	150	sf	
Speech Office	250	sf	
Psychologist Office	150	sf	
SDC	960	sf	

<i>Description</i>	<i>Quantity</i>	<i>Units</i>	<i>Total</i>
Media Center			2,700
Control Desk	100	sf	
Work/Processing Room	200	sf	
Storage Room	100	sf	
Reading Room	900	sf	
Story Telling	400	sf	
Stacks	400	sf	
Surplus Texbook Storage	200	sf	
Small Breakout Room	250	sf	
Tech Work/Storage Room/MDF	150	sf	
Multi-Purpose Room			5,375
Multi-Purpose Room	3,500	sf	
Chair Table Storage	200	sf	
Control Room	75	sf	
Music Platform	1,400	sf	
Instrument Storage	200	sf	
Food Service			3,600
Serving/Prep Kitchen	350	sf	
Walk-in Refg/Freezer	75	sf	
Dry Storage	75	sf	
Locker Alcove	50	sf	
Office/Work Station	75	sf	
Toilet/Changing	75	sf	
Lunch Shelter	2,800	sf	
Custodial Services	100	sf	
Restrooms	2,200	sf	2,200
Total Building Quantity		sf	47,390
Sitework			265,001
Parking Lot/Circulation	70,000	sf	
Walkways on Campus	10,000	sf	
Utilities	1	ls	
Play Courts	40,000	sf	
Play Fields (3 acres)	130,000	sf	
Landscaping	15,000	sf	
<i>Total Hard Costs</i>			<i>\$14,523,200</i>
<i>Total Soft Costs</i>			<i>\$6,224,229</i>
<i>Total Contingency</i>			<i>\$2,074,743</i>
TOTAL BUDGET			\$22,822,171

II. MASTER BUDGET, TIMELINE, & SCHEDULE

SUMMARY BUDGET:

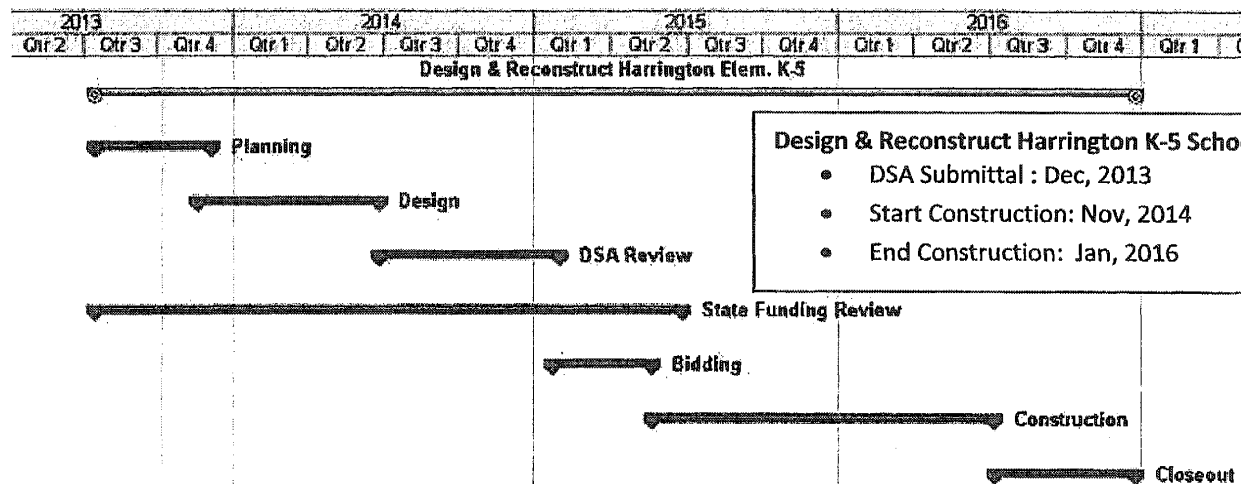
The budget below is all inclusive of both construction costs, and soft costs to implement the project including design fees, contractor's fee, consulting services, testing & inspection services, agency approval fees, etc.

Harrington Elementary School K-5

Project	Year	Budget
Design & Reconstruct Harrington Elem. K-5	2013/14	
Demolition		\$858,000
Sitework		\$5,272,143
Classrooms		\$8,153,829
Kindergarten		\$2,035,314
Administration		\$1,631,850
Media Center		\$975,857
Multi-Purpose Room		\$2,111,607
Food Service		\$832,857
Restrooms		\$950,714
		\$22,822,171
	Est. Total	\$22,822,171

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2014 effectively begins July 1, 2013, and Q4 of FY2014 effectively ends June 30, 2014.



III. METHOD OF SELECTION

BACKGROUND:

In 2012, Oxnard School District issued a Request for Qualifications for architectural services for the Measure R construction projects. In October of 2012, three firms were selected and approved by the District's Board of Trustees. All three firms have been prequalified. Each construction project that is funded by Measure R will be assigned an architect from the pool.

RE-USE OF PLANS:

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed & constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Harrington site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Harrington elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for Project 4. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project site to make further observations should contact Yuri Calderon, Chief Operating Officer, at (510) 596-8170 to request a site visit. CFW will organize a single tour of the Harrington site for all interested teams. Please do not visit any school site without coordinating with CFW.

Once the proposal deadline has passed, CFW will begin arranging interviews with all participating firms. All participating firms will be interviewed. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed "re-use" design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted. Design teams must coordinate in advance a potential site visit at each proposed site with the site staff and district facilities as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Project 4 selection package sent to prequalified firms: May 24
- Participating teams notify CFW of their intent to provide a proposal: May 31
- Participating teams submit final proposals: June 10, no later than 4:00pm
- Project Review Committee to interview each design team, including attendance at Architect designated site tours of completed campuses proposed for “re-use”: June 12 - 13
- Conduct site visits: June 18 - 20
- Final selection to be announced to winning firm: June 21
- Board action on recommended firm and execution of contract: June 26 (Regular Board meeting)

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed “re-use” project, and the firm’s unique qualifications to pursue the Harrington project. In addition, the proposal should include, but not be limited to the following items:

1. Brief summary of similar projects completed by your firm within the last five years that closely match the proposed Project 4 program as referenced in the Project Description.
2. Detailed summary of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for Project 4. Project summaries should include:
 - a. Detailed construction cost & schedule information relating to each of the projects identified in item 2 above. See attachment A –Cost Comparison Sheet
 - b. Narrative of “lessons learned” from each of the proposed projects identified in item 2 above. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project.
 - c. Design firms must schedule a site visit with program manager and District to review completed site(s) as identified in item 2 above.
 - d. Design firms should be prepared to present & review complete DSA approved plan sets for projects identified in item #2 above.
 - e. Discuss the complexities of “re-use” and how your firm intends to integrate lessons learned from the original construction to enhance the quality of the proposed design.

3. Discuss the challenges of designing a new campus on an existing site, with construction creating a minimal impact on the existing operational school facilities
4. Discuss ways in which the "re-use" strategy can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the project, and their assigned level of participation on the project. Please be specific.
7. Provide brief summary of community oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

Limit response to no more than 10 double-sided 8 ½ x 11 pages, and (12) 11 x 17 drawings to illustrate the "re-use" proposals for Project 4 (maximum of 4 pages of drawings per proposed "re-use" project site). Firms are requested to submit their response within a single file in PDF format via email (use of YouSendIt, DropBox or similar service for large file transmittal is acceptable) to Yuri Calderon at ycalderon@cfwinc.com by no later than 4:00pm PDT, Monday, June 10, 2013.

The Project is Amended As Follows:

Background

The proposed "re-use" design contains components within buildings which have been acknowledged by Dougherty + Dougherty Architects, LLP ("D+D") to be in excess of the educational specifications clearly communicated in the original selection package. It is the mutual understanding of the District and D+D that all re-design requirements to bring the proposed re-use project into compliance with the approved educational specifications, all site adaption requirements, and all costs associated with phasing required to construct the project while coordinating with the existing school site, are the sole responsibility of D+D and all related design services required to accomplish this scope of work are hereby included in the Basic Services Fee established by this Agreement.

Summary of Amendment

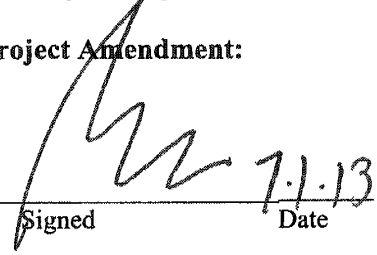
Pursuant to this mutual understanding, the Project is hereby amended as follows:

1. **Administration Building** – The administration building has been revised to eliminate the sharp angle at the front of building.
2. **Classroom Building** – The classroom building has been revised to replace two (2) larger science lab classrooms with specified 960sf classrooms, and the large ADA ramp area.
3. **Site Adaption, District Requests, and District Standards** – Proposed re-use project shall be revised as necessary to accommodate all necessary site adaption changes, including site utility coordination, site circulation and access, coordination with existing conditions including phasing and interim housing planning and design, and other necessary revisions to achieve an DSA approved design acceptable to the District. In addition to site adaption, Architect shall meet all the current and pending District Standards and District requested changes shall be accommodated through completion of Schematic Design Phase at no additional cost to the District.
4. **Architectural Theme** – Proposed re-use project shall be revised to ensure that all proposed buildings reflect a consistent and cohesive architectural theme including colors, textures, fenestration, and facades consistent with the character of the Harrington community. The Architect shall submit proposed architectural theme including complete exterior elevations as part of the Schematic Design Submittal, which requires District approval of the architectural theme prior to commencement of Design Development Phase.

Amended Budget

As mutually agreed to by District and D+D, the Project amendment as described above shall be constructed within the original approved Project Budget of \$22,822,171.00, with original Construction Budget of \$14,523,200.00.

Acceptance of Project Amendment:

Accepted by D+D  7.1.13
Signed Date

Accepted by District  7/22/13
Signed Date

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
 - (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

(ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(3) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(4) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

(5) Estimates:

(i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

(ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

(iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(6) Meetings:

(i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels

- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping

- (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
 - (v) Identify and define the scope of the technology backbone system.
 - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - (vii) All major electrical equipment should be scheduled indicating size and capacity.
 - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
 - (ix) Legend showing all symbols used on drawings.
 - (x) More developed outline specifications indicating quality level and manufacture.

(xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

(i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

(i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

(c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:

(a) Mechanical calculations virtually completed with all piping and ductwork sized.

(b) Large scale mechanical details should be started.

(c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:

(a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.

(c) All electrical equipment schedules should be started.

(d) Special system components should be approximately located on plans.

(e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.

(vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.

(ii) Structural:

Completed structural floor plans and sections with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.

(b) Large scale mechanical details should be substantially complete.

(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:

(a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

(b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

(c) All electrical equipment schedules should be virtually complete.

(d) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.

(4) Construction Documents - Substantial Completion Stage:

(i) Architectural:

(a) Completed site plan.

(b) Completed floor plans, elevations and sections.

(c) Architectural details and large blow-ups completed.

- (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
- Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District's Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies' comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.
- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:
 - (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.
- (7) Construction Documents:
- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:
- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
 - (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid

documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

(2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.

(3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

(4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.

(5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.

(6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

(7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.

(8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.

- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.

- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)

- (f) Design Checklist - 2 copies

- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project No. 4: Harrington Reconstruction

Architect of Record: Dougherty + Dougherty Architects, LLP ("D+D")

D+D has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of D+D, 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.

Dougherty + Dougherty Architects, LLP 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 for
Business and Fiscal Services

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: Caldwell Flores Winters, Inc. (CFW)
 Program Manager for Ornard School District
 1901 Victoria Ave, Suite 108
 Ornard, CA 93035
 ATTN: Tyler Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **PROJECT #4 - HARRINGTON RECONSTRUCTION**
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**
 DATE: _____
 INVOICE #: _____
 BILLING PERIOD OF INVOICE: _____
 PERIOD COVERED: _____
 PO #: _____
 PURCHASE ORDER #: _____

SUBCONTRACTOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

VENDOR NAME

BASE CONTRACT BILLING FORM

ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	FEE	COST	% TO DATE	COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
				RE-IMB		0%	#VALUE!	0	#VALUE!	#VALUE!
1	6210	Base Contract - fee	Architectural Services							
2	6210-R	Base Contract - Re-Imburseables	Architectural Services							
SUBTOTALS					\$0.00					

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

Contract # 01-17-14-01-00

DATE: 11/14/14
 TIME: 10:00 AM
 BY: T. MIDDLESTADT
 PROJECT: HARRINGTON RECONSTRUCTION
 SHEET: 01 OF 01

STEP 2 STEP 1

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 (muddledstadt@clfwinc.com), or mail to the CTW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**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

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: BRIAN DOUGLASSON AND LAI-YIN CHEAH
Title: PARTNER

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: 10-11-13

Proper Name of Contractor: DOUGLASSON + DOUGLASSON ARCHITECTS LLP

Signature: [Handwritten Signature]

By: BRIAN DOUGLASSON

Its: PARTNER

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 05/16/18

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 1ST Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #17-07(Penanhoat/Franz)

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

1. A listing of Purchase orders issued 2/23/2018 through 05/02/2018 for the 2017-2018 school year, for \$6,996,487.98
2. A listing of Purchase orders issued 2/23/2018 through 05/02/2018 for the 2018-2019 school year, for \$3,706,651.40
3. A listing of Draft Payments issued 2/23/2018 through 05/02/2018 for the 2017-2018 school year, D7665-D7696 for the total amount of \$5,586.31.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-07 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #17-07 (26 Pages)

Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00059	Grainger Inc	CNS	stores	132.40
P18-02859	Amazon Com	DISTRICT OFFICE	MATLS	336.25
P18-03527	Panera Bread	ASSESS ACCOUN	MATL	400.00
P18-03556	Underwood Family Farms	HARRINGTON	ADMISSION FEE INSTRUCTION	738.00
P18-03688	Oriental Trading Co Inc	KAMALA	Materials & Supplies-Inst	59.02
P18-03692	Lakeshore Learning Materials-V	NFL	Matl/Sup	412.92
P18-03693	Discount School Supply	NFL	Matl/Sup	65.98
P18-03699	Office Depot Bus Ser Div	NFL	Matl/Sup	92.45
P18-03700	Staples Direct	NFL	Matl/Sup	189.72
P18-03701	CANON SOLUTIONS AMERICA INC	PURCHASING	Service	270.00
P18-03702	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	38.31
P18-03703	Lakeshore Learning Materials-V	NFL	Matl/Sup	828.87
P18-03704	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	764.50
P18-03705	Lakeshore Learning Materials-V	HARRINGTON	Material and Supplies Instruction	438.90
P18-03706	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	289.46
P18-03707	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (A K)	61.40
P18-03708	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (Infant)	228.16
P18-03709	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	376.65
P18-03710	Ventura Co Office Of Education SELPA	SAN MIGUEL	MATL/SUPP (Parent Guide)	20.00
P18-03711	Ventura Co Office Of Education	ED SERVICES	CONF	60.00
P18-03712	Ventura Co Office Of Education	HAYDOCK	CONF/ADMIN	60.00
P18-03713	Ventura Co Office Of Education	ED SERVICES	Conf	490.00
P18-03714	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	70.00
P18-03717	Pearson	Special Ed	MATL/SUPL	602.09
P18-03722	Doubletree Hotel Ontario	FRANK	Conf - Instructional	679.44
P18-03723	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	157.88
P18-03724	Nasco Modesto	BREKKE	MAT-SUP Instructional	90.54
P18-03725	National Autism Resources, Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	553.39
P18-03726	CDW G	Special Ed	Matls	24.94
P18-03728	Amazon Com	CURREN	matl/sup - instructional	510.60
P18-03730	Hope Inc	SAN MIGUEL	MATL/SUPP (HOPE)	26.55
P18-03731	Kaplan Early Learning Company	SAN MIGUEL	MATL/SUPP (Duarte)	799.52
P18-03732	Pesi, Inc	Special Ed	CONF (Haidet/Bolognino)	399.98
P18-03733	WPS	Special Ed	MATL/SUPL	815.45
P18-03734	MHS Inc	Special Ed	MATL/SUPL	951.16
P18-03735	Aswell Trophy And Engraving	Special Ed	MATL/SUP	414.84
P18-03736	Pesi, Inc	Special Ed	CONF/MATLS (SUGDEN)	260.19
P18-03737	LRP Publications Inc	Special Ed	MATLS/SUPPL	607.28
P18-03738	SkillPath Seminars Inc	SAN MIGUEL	CONF (M T & G W)	298.00
P18-03739	Discount School Supply	SAN MIGUEL	MATL/SUPP (Infant)	247.82
P18-03741	General Binding Corp.	Special Ed	MATLS/SUPPL	566.76
P18-03743	Pro Ed	Special Ed	MATL/SUPL	249.63
P18-03746	Starfall Education Foundation	SIERRA LINDA	Software - Instructional	270.00
P18-03747	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	187.20
P18-03749	Ventura Co Office Of Education	MCKINNA	conf-Instructional	350.00
P18-03752	Staples Direct	SIERRA LINDA	Matl/Sup - Instructional	287.44

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 16

Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03753	Office Depot Bus Ser Div	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	363.05
P18-03754	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	135.98
P18-03755	Staples Direct	RITCHEN	MATL/SUP-Instructional	69.75
P18-03756	Southwest Airlines	FRANK	Conf / Instructional	226.94
P18-03757	Costco Wholesale	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	500.00
P18-03758	Tri County GATE Council Linda Calvin	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	180.00
P18-03759	Staples Direct	TRANSPORTATIO	SUPPLIES	28.09
P18-03762	Carolina Biological Supply	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	31.89
P18-03765	CDW G	IT	MATL/SUP (Janette~Printer)	792.41
P18-03767	Soundtree	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	809.03
P18-03771	Northwest Sound Invests dba Rehab Seminars	Special Ed	CONF (SUGDEN & BREITENBACH)	999.98
P18-03773	Learning Without Tears	Special Ed	SOFTWARE - Instruction for student Isaac Turney	10.00
P18-03774	LEARNING A-Z	RAMONA	SOFT - Instruction	199.95
P18-03775	Ventura Co Office Of Education SELPA	RAMONA	CONF - Instruction	15.00
P18-03776	TOTALLY WIRELESS GPS INC	TRANSPORTATIO	SUPPLIES	493.34
P18-03777	Smart And Final Iris Co	MCKINNA	Mat/sup-instructional	100.00
P18-03778	Lakeshore Learning Materials-V	NFL	Mat/Sup	235.89
P18-03779	Dunn Edwards	WAREHOUSE	Stores Suplies	342.39
P18-03783	Natl Assoc School Nurs	Pupil Srvs	DUES	105.00
P18-03784	School Health Corporation	WAREHOUSE	Stores Supplies	151.02
P18-03786	BSN Sports	WAREHOUSE	Stores Supplies	713.75
P18-03790	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	534.44
P18-03791	Regency Lighting	WAREHOUSE	Stores Supplies	942.81
P18-03793	Amazon Com	KAMALA	MATERIALS & SUPPLIES	290.44
P18-03794	Musician's Friend, Inc	KAMALA	Materials & Supplies-Inst	242.11
P18-03796	Scholastic Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	176.18
P18-03797	School Health Corporation	RITCHEN	MATL/INS-Instructional	353.12
P18-03798	Sheraton Pasadena Hotel	Special Ed	CONF (SUGDEN)	642.79
P18-03799	Courtyard by Marriott San Luis Obispo	Special Ed	Travel & Conference (Haidet/Bolognino)	229.12
P18-03800	Petroleum Telcom Inc DBA Telecom	ELM	Mat/Sup - Instructional Serv - Instructional	100.21
P18-03802	Mission Valley Hotel Operator Courtyard by Marriott SD	Special Ed	CONF (ACC-MADDEN/SUGDEN)	836.20
P18-03803	Southwest Airlines	ED SERVICES	CONF	232.96
P18-03805	CABE	FREMONT	TRAV/CONF INSTRUCTION / PARENT	600.00
P18-03807	School Specialty Inc	Special Ed	MATL/SUP (OT)	168.05
P18-03808	Westin Sacramento	SORIA	CONF (Instructional)	.00
P18-03811	Raymond Geddes And Co Inc	SORIA	MATL/SUP (Instructional)	322.69
P18-03812	Ventura Co Office Of Education	SORIA	CONF (Instructional)	150.00
P18-03813	Ventura Co Office Of Education	SORIA	CONF (Instructional)	300.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03814	COMPUWAVE	BUDGET	Office Supplies	638.96
P18-03815	Starfall Education Foundation	KAMALA	ONLINE SUBSCRIPTION-INSTR	270.00
P18-03816	Don Johnston Inc	FREMONT	Subscriptions/Licence - Instructional	810.00
P18-03817	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	100.00
P18-03818	Staples Direct	MCKINNA	Materials & Supplies-Instructional	310.71
P18-03819	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	Materials & Supplies-Instructional	327.86
P18-03820	Human Kinetics	ED SERVICES	materials and supplies	77.58
P18-03822	Dept Of Toxic Substances Ctr	FACILITIES	Prof Services	75.15
P18-03823	US School Supply Inc	HARRINGTON	Material & Supplies - Instruction	665.35
P18-03825	Old Mission Santa Barbara, Inc	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	450.00
P18-03826	WATERFORD RESEARCH INSTITUTE	BREKKE	Mat/Sup-Instructional	500.00
P18-03827	Petesehria, LLC PizzaMan Dan's	FREMONT	Mat/sup- Instructional	54.22
P18-03828	SOS Survival Products	RISK MGMT	MATERIALS AND SUPPLIES	302.96
P18-03829	EARTH'S BIRTHDAY PROJECT	MCAULIFFE	MATL/SUPL-Instructional	96.85
P18-03830	Three Rivers Mail Order Corp	MCAULIFFE	MATL/SUPL-Instructional	107.60
P18-03831	Insect Lore Products	MCAULIFFE	MATL/SUPL-Instructional	87.65
P18-03832	Ventura Co Office Of Education	CURREN	conf - instructional	70.00
P18-03833	Amazon Com	CURREN	matl/sup - instructional	180.00
P18-03834	Smart And Final Iris Co	MCAULIFFE	MATL/SUPL-Instructional	300.00
P18-03835	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional	20.00
P18-03836	California Science Center	DRIFFILL	SERV-instructional	50.00
P18-03839	CDW G	ED SERVICES	EQUIPMENT	492.90
P18-03840	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	500.00
P18-03842	Sunrise Phys Therapy Svcs In	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	526.48
P18-03843	Walmart	FREMONT	MAT/SUPP - INSTRUCTIONAL	740.57
P18-03845	Natl Assoc School Nurs	Pupil Svcs	DUES	105.00
P18-03847	KAPCO	KAMALA	Materials & Supplies-Instructional	106.40
P18-03848	Witherspoon Ent Inc DBA Port A Stor	CNS	rental	474.10
P18-03849	Pesi, Inc	Pupil Svcs	SERV- Webinar	249.96
P18-03853	School Tech Supply	ERC	Computer Equipment	251.64
P18-03855	CONTROLTEC INC	NFL	Main	234.33
P18-03856	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF	195.00
P18-03857	Grainger Inc	CNS	supplies	159.64
P18-03858	School Nurse Supply Co	CURREN	matl/sup - instructional	484.88
P18-03859	Walmart	Pupil Svcs	MATL/SUP	200.00
P18-03860	Office Depot Bus Ser Div	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	53.47
P18-03861	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	321.99
P18-03862	Amazon Com	KAMALA	Materials & Supplies-Inst	169.98
P18-03863	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	102.34
P18-03864	Lakeshore Learning Materials-V	SORIA	MATL/SUP (OT)	77.74
P18-03865	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	800.00
P18-03866	Read Naturally, Inc	DRIFFILL	MATL/SUPP-instructional	297.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03867	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	269.38
P18-03868	Inn Off Capitol Park	SUPERINTENDEN	CONF/TRAVEL	515.20
P18-03869	Doubletree Hotel Anaheim Orange County	Special Ed	CONF (SUGDEN)	440.50
P18-03870	Pesi, Inc	Special Ed	CONF (OT)	119.98
P18-03871	Infogrip Inc	Special Ed	MATL/SUP (K.Graves)	52.71
P18-03872	Oldcastle Precast, Inc	FACILITIES	Electrical Supplies	250.00
P18-03873	Southwest Airlines	SUPERINTENDEN	Travel/Conference	372.97
P18-03875	Rifton Equipment	Special Ed	Matl's	54.96
P18-03878	MARRIOTT HOTEL SERVICE, INC LOS ANGELES AIRPORT MARRIOTT	Special Ed	TRAVL/CONF	736.40
P18-03879	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	698.22
P18-03880	SPECIAL NEEDS PROJECT	SAN MIGUEL	MATL/SUPP (Hanan Ctr)	633.03
P18-03883	Childtherapytoys.com, LLC	CURREN	mat/sup - instructional	64.15
P18-03884	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	206.88
P18-03885	ENOKI EVENTS, LLC BOOST COLLABORATIVE	ASES	CONF	150.00
P18-03886	MOORPARK COLLEGE FOUNDATION AMERICA TEACHING ZOO	ELM	SERVICES/INSTRUCTIONAL	150.00
P18-03891	CDW G	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	145.85
P18-03892	Petroleum Telecom Inc DBA Telecom	SIERRA LINDA	Matl/Sup - Instructional	969.75
P18-03893	Office Depot Bus Ser Div	SIERRA LINDA	Matl/Sup - Instructional	86.50
P18-03894	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES -ADMINISTRATION	268.28
P18-03895	Office Depot Bus Ser Div	RISK MGMT	MATERIALS AND SUPPLIES	7.17
P18-03896	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	20.08
P18-03897	US GAMES	ELM	Matl/Sup -Instructional	568.68
P18-03899	ENGRAVING, AWARDS & GIFTS	BUSINESS	MATLS/ LEM (SFT OPENING)	200.60
P18-03900	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	193.29
P18-03901	Lakeshore Learning Materials-V	SIERRA LINDA	Matl/Sup - Instructional	151.19
P18-03902	Amazon Com	SIERRA LINDA	Matl/Sup - Instructional	50.28
P18-03903	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	146.19
P18-03906	Amazon Com	Special Ed	MATL/SUP (L. Cornish)	66.40
P18-03907	Cal Poly Corporation Attn: Career Center	HR	Recruit-	175.00
P18-03908	CABE	SUPERINTENDEN	Conference	670.00
P18-03909	School Tech Supply	HR	Comp Equip-	571.12
P18-03910	Flinn Scientific Inc	KAMALA	Materials & Supplies	71.97
P18-03911	Demco Inc	FREMONT	Materials & Supply-Instructional	34.12
P18-03912	Amazon Com	FREMONT	matl & supplies-INST	23.16
P18-03913	Office Depot Bus Ser Div	IT	MATL/SUP (SL 1:1 Bins)	807.39
P18-03914	Southwest Airlines	SUPERINTENDEN	Travel/Conference	287.96
P18-03916	Robotics Ed & Competition Fdn	ED SERVICES	MSAP Frank	200.00
P18-03917	Office Depot Bus Ser Div	ED SERVICES	MAT/SUP Haydock	62.23
P18-03918	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	100.01

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03919	Southwest Airlines	ED SERVICES	CONF	252.96
P18-03920	Pacific World Corporation	WAREHOUSE	Stores Supplies	899.28
P18-03922	Southwest Airlines	ED SERVICES	CONF/TRAVEL	217.96
P18-03923	CABE	ED SERVICES	CONF/TRAVEL	810.00
P18-03924	School Nurse Supply Co	MARINA	MATL/SUPL-Instructional	59.95
P18-03926	Stenhouse Publishers	RITCHEN	Books other than Textbooks-Instructional	40.95
P18-03928	BSN Sports	KAMALA	Materials & Supplies-Inst	105.58
P18-03929	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	50.84
P18-03930	Ventura Co Office Of Education	ED SERVICES	CONF	305.00
P18-03934	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	437.68
P18-03936	Ventura Co Star	BUSINESS	SERV	133.80
P18-03937	Petroleum Telcom Inc DBA Telecom	TRANSPORTATION	SERVICE	351.55
P18-03938	Cal Lutheran University - CRLP	FRANK	CONF - INSTRUCTIONAL	700.00
P18-03940	Children's Museum of Santa Barbara	FRANK	SERV - INSTRUCTIONAL	975.00
P18-03941	Perma Bound Books	FRANK	BKS - INSTRUCTIONAL	743.90
P18-03942	Ventura Co Office Of Education	ASSESS ACCOUNTING	Conf - Instructional	240.00
P18-03943	Sheraton Grand Sacramento	SUPERINTENDENT	Travel	367.81
P18-03945	Underwood Family Farms	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	808.00
P18-03947	S & S WORLDWIDE, INC	FREMONT	Material & Supply-Instructional	240.62
P18-03948	School Serv Of Calif Inc	BUSINESS	CONF	215.00
P18-03949	Ventura Co Business Machines	BUSINESS	SVCE	85.00
P18-03950	Lakeshore Learning Materials-V	ED SERVICES	MTLS/SUPP	638.57
P18-03951	Lakeshore Learning Materials-V	MARINA	MATL/SUPL-Instructional	394.28
P18-03955	Sams Club 6455	LEMONWOOD	MATL/SUP - Instruction	750.00
P18-03957	COUNTY OF VENTURA	FACILITIES	Fees	356.78
P18-03959	Jobs Available Inc	PERSONNEL	SERV	312.00
P18-03960	ACSA Region 13 Attn: Sherry Manley	PERSONNEL	Conf	120.00
P18-03961	Walmart	Pupil Svcs	MATL/SUP	300.00
P18-03962	Amazon Com	KAMALA	Materials & Supplies- Inst	711.51
P18-03964	Digital River, Inc	HR	Serv-	132.25
P18-03965	Inventables, Inc	ED SERVICES	MATL/SUP Haydock	288.64
P18-03966	Green Thumb International	ED SERVICES	MATL/SUP Haydock	452.55
P18-03967	Ventura Co Community College D	HR	Recruit-	10.00
P18-03968	Lakeshore Learning Materials-V	FREMONT	MAT/SUPP - INST	86.97
P18-03969	HookandLoop.com	RITCHEN	MATL/INS-Instructional	138.76
P18-03970	Lakeshore Learning Materials-V	SAN MIGUEL	MATL/SUPP (Y Rodriguez)	172.88
P18-03971	Sunshine Cottage Sch For Deaf	SAN MIGUEL	MATL/SUPP (Infant)	105.08
P18-03972	Otter Graphics, Inc	SAN MIGUEL	MATL/SUPP (Printer ink)	346.58
P18-03973	Houghton Mifflin Harcourt	SAN MIGUEL	MATL/SUPP (Infant)	309.59
P18-03974	Smart And Final Iris Co	FREMONT	Materials and Supplies-Instructional	200.00
P18-03977	EPS Literacy & Intervention	BREKKE	Materials and Supplies-RSP	135.51
P18-03978	Superior Sanitary Supplies	SAN MIGUEL	MATL/SUPP (Custodial)	87.92
P18-03980	ALASKA AIRLINES INC	ED SERVICES	CONF	501.60
P18-03981	School Specialty Inc	MARINA	Matl/Supl-Instructional	115.37
P18-03982	Home Depot Inc	ED SERVICES	MATL/SUP Fremont	607.17
P18-03983	Academic Therapy Publication	BREKKE	Materials and Supplies-RSP	53.90

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03984	MANUEL & CLEOPATRA LUPIAN	Special Ed	REIMB(PGRMS)	102.98
P18-03986	Demco Inc	ED SERVICES	MATL/SUP Fremont	731.86
P18-03987	CDW G	HR	Supp-	140.24
P18-03988	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (VS CHAIRS FOR CNS)	514.40
P18-03989	Office Depot Bus Ser Div	GRAPHICS	Materials and Supplies	125.15
P18-03990	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	367.94
P18-03992	Amazon Com	MARSHALL	MATL/SUP - Instruction	138.00
P18-03995	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction	157.50
P18-03996	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	100.00
P18-03997	Lakeshore Learning Materials-V	MCKINNA	matl/sup-instructional	100.00
P18-03998	Really Good Stuff	MCKINNA	matl/sup-instructional	144.19
P18-03999	Sams Club 6455	MCKINNA	matl/sup-Instructional	205.29
P18-04001	Lakeshore Learning Materials-V	MCKINNA	Matl/sup-Instructional	100.00
P18-04002	Scholastic Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	235.51
P18-04005	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	800.00
P18-04006	Ventura Co Office Of Education	HAYDOCK	CONF/INSTRUCTION	50.00
P18-04007	Oriental Trading Co Inc	ED SERVICES	MTLS	153.39
P18-04009	Parent Project Inc	ROSE	BOOKS OTHER THAN TEXTBOOKS - INSTRUCTIONAL	535.28
P18-04012	Fitness Finders, Inc	RITCHEN	MATL/SUP-Instructional	146.70
P18-04013	Kelly Paper	GRAPHICS	Materials and Supplies	757.75
P18-04014	Multi Service Technology Sol B est Buy Business Advantage	FREMONT	Materials & Supplies-Instructional	591.08
P18-04015	James Shaw Uncle Jim's Worm Fa rm	FREMONT	Materials & Supplies-Instructional	63.46
P18-04016	Office Depot Bus Ser Div	NFL	Mat/Sup	97.87
P18-04019	School Specialty Inc	RITCHEN	MAT/SUP-Instructional	107.72
P18-04021	Petroleum Telcom Inc DBA Telec om	BREKKE	Repairs-Instructional	243.85
P18-04022	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	127.68
P18-04023	Hilton Los Angeles Airport	Pupil Srvs	CONF	473.39
P18-04026	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Pupil Srvs	CONF	80.00
P18-04027	Ertel Cabinets & Millwork	FACILITIES	Prof Service / ESC Restroom	915.00
P18-04028	NAPT	TRANSPORTATIO	MEMBERSHIP	100.00
P18-04032	Smart And Final Iris Co	RAMONA	Mat/Sup - Parent Participation	215.50
P18-04034	Oriental Trading Co Inc	MARINA	MATL/SUPL-Instructional	101.56
P18-04035	Southwest Airlines	BUSINESS	CONF	770.85
P18-04036	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	126.97
P18-04037	Amazon Com	Pupil Srvs	MATL/SUP	192.96
P18-04038	Ergo Experts LLC	SAN MIGUEL	MATL/SUPP (M T Chair)	469.57
P18-04045	Westin Sacramento	SUPERINTENDEN	CONF	756.14
P18-04047	Southwest Airlines	SUPERINTENDEN	CONF Travel	291.96
P18-04048	Petroleum Telcom Inc DBA Telec om	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	218.19
P18-04050	Walmart	Pupil Srvs	MATL/SUP	300.00
P18-04051	Walmart	Pupil Srvs	MATL/SUP	200.00
P18-04052	BSN Sports	WAREHOUSE	Stores Supplies	380.36
P18-04055	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	117.68

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04056	CDW G	ED SERVICES	SERV	151.21
P18-04057	CDW G	ED SERVICES	MTLS/SUPP	252.14
P18-04061	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	801.55
P18-04068	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	176.47
P18-04070	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	16.04
P18-04074	School Tech Supply	IT	MATL/SUP	661.80
P18-04075	Dell Direct Sales Lp	PERSONNEL	computer	566.27
P18-04081	COUNTY OF VENTURA	FACILITIES	Fees	356.78
P18-04083	Nasco	DRIFFILL	MATL/SUPP-instructional	138.46
P18-04084	Aquarium Of The Pacific	SORIA	SERV (Instructional)	232.00
P18-04085	The Parent Institute	MCKINNA	matl.sup-instructional	451.47
P18-04086	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	603.57
P18-04089	Best Buy	MARINA	MATL/SUPL-Instructional	269.36
P18-04091	Rotary Club Of Oxnard	SUPERINTENDEN	MEMB	325.00
P18-04092	Southwest Airlines	ED SERVICES	CONF	401.96
P18-04093	Pearson	Special Ed	MATL/SUPL	445.90
P18-04095	Pearson	Special Ed	MATL/SUPL	377.65
P18-04096	Pro Ed	Special Ed	MATL/SUPL	871.35
P18-04097	Par Inc	Special Ed	MATL/SUPL	694.50
P18-04098	MHS Inc	Special Ed	MATL/SUPL	734.40
P18-04100	Academic Therapy Publication	Special Ed	MATL/SUPL	533.38
P18-04102	Carolina Biological Supply	HAYDOCK	MATL/SUPPLY-INSTRUCTION	84.56
P18-04103	Classroom Products LLC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	141.91
P18-04104	ACSA	RAMONA	Conf- Admin	199.00
P18-04105	Courtyard by Marriott San Luis Obispo	RAMONA	CONF- ADMIN	607.98
P18-04106	Printed Solid, Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	161.63
P18-04107	Ventura Co Office Of Education	SORIA	CONF (Instructional)	30.00
P18-04108	Digital River, Inc	HR	Supp-	121.53
P18-04109	Digital River, Inc	HR	Supp-	121.53
P18-04110	Digital River, Inc	HR	Supp-	121.53
P18-04111	Digital River, Inc	HR	Supp-	121.53
P18-04112	Tri Counties School Personnel Attn: Belen Gonzalez, VUSD	HR	Conf-	120.00
P18-04113	Hilton Sacramento Arden West	SORIA	CONF (Admin)	141.21
P18-04114	GOOGLE PAYMENT CORP	IT	SOFTWARE	25.00
P18-04117	Insect Lore Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	115.59
P18-04119	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	834.01
P18-04120	Barnes And Noble	ED SERVICES	MATL/SUP Fremont	103.22
P18-04121	Petroleum Telcom Inc DBA Telecom	RITCHEN	MAT/SUP-Instructional	88.57
P18-04123	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / OSC	670.00
P18-04124	Johnstone Supply	FACILITIES	Prof Service / ESC Restroom	336.37
P18-04125	Gold Coast Glass Inc	FACILITIES	Prof Service / ESC Restroom	326.64
P18-04129	Rio Elementary School Distri	BUSINESS	SERV	407.88

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PO Number	Vendor Name	Loc	Description	Order Amount
P18-04130	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	307.61
P18-04131	Amazon Com	SAN MIGUEL	MATL/SUPP (N. Gonzalez)	200.00
P18-04133	Santa Barbara Museum of Natural History	LEMONWOOD	SERV	200.00
P18-04134	Jobs Available Inc	PERSONNEL	Serv	390.00
P18-04138	Johnstone Supply	FACILITIES	Materials and Supplies	37.77
P18-04139	Johnstone Supply	FACILITIES	Materials and Supplies / ESC Restroom	42.68
P18-04140	COUNTY OF VENTURA VC TAX COLLECTOR	BUSINESS	SERV	92.86
P18-04141	California Science Center	SORIA	SERV (Instructional)	515.00
P18-04143	CDW G	HR	Software	151.21
P18-04146	COUNCIL FOR EXCEPTIONAL CHILDREN	Special Ed	DUES & MEMB	315.00
P18-04147	Ventura Co Star	BUSINESS	SERVICE - LEGAL	258.68
P18-04153	Office Depot Bus Ser Div	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	53.47
P18-04154	Amazon Com	RISK MGMT	Materials & Supplies	82.17
P18-04155	Daniels Tire Service	WAREHOUSE	Repairs	856.31
P18-04156	DMEC	RISK MGMT	Dues and Member	199.00
P18-04157	NEW MANAGEMENT, INC	SAN MIGUEL	MATL/SUPP (LockBlok)	55.41
P18-04158	SCHOOL SAFETY SOLUTION, LLC	SAN MIGUEL	MATL/SUPP (Window covering)	469.76
P18-04160	CDW G	SAN MIGUEL	MATL/SUPP (Phone headsets)	785.45
P18-04161	NETWORK CRAZE TECHNOLOGIES INC	SAN MIGUEL	MATL/SUPP (Phones)	262.22
P18-04162	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	177.90
P18-04163	SOS Survival Products	RISK MGMT	MATERIALS AND SUPPLIES	335.25
P18-04164	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	DRIFFILL	SERV-instructional	120.00
P18-04166	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / ESC Portable	690.00
P18-04167	Pyro Comm Systems Inc	FACILITIES	Prof Service Def Maint / Current	900.00
P18-04168	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Rose Ave	843.95
P18-04169	CDW G	FREMONT	materials and supplies-Instructional	808.13
P18-04170	ErgoDirect, Inc	RISK MGMT	ERGONOMICS MATERIALS AND SUPPLIES	93.35
P18-04171	Frys Electronics	FREMONT	Materials and Supplies-Instructional	281.48
P18-04172	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	20.29
P18-04173	Nasco	FREMONT	MAT/SUPP- INSTRUCTION	112.10
P18-04174	Oriental Trading Co Inc	RITCHEN	MATL/SUP-instructional	237.20
P18-04175	Kaplan Early Learning Company	RITCHEN	MATL/SUP-INSTRUCTIONAL	71.80
P18-04176	Office Depot Bus Ser Div	Pupil Svcs	MATL/SUP	764.92
P18-04178	Sonesta Silicon Valley	ED SERVICES	CONF	164.19
P18-04179	COUNTY OF VENTURA	CNS	supplies	28.00
P18-04180	School Nutrition Association	CNS	conference	985.00
P18-04181	Cummins Allison Corp	CNS	other services	409.45
P18-04182	School Nutrition Association	CNS	membership	225.00
P18-04184	Div Of The State Architect	FACILITIES	Fees / Ritchen McAuliffe Chavez	500.00
P18-04187	Ventura Co Sch Bds Assn Attn: Stephm Blum, Treasurer	SUPERINTENDENT	CONF	80.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04188	Amazon Com	CURREN	mat/sup - instructional	240.19
P18-04190	Ventura Co Office Of Education	CURREN	conf- instructional	50.00
P18-04191	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	CURREN	serv - instructional	180.00
P18-04192	Walmart	MCKINNA	mat/sup-instructional	85.00
P18-04193	School Tech Supply	PURCHASING	MATLS/ SUPL	151.83
P18-04194	The Painted Pony	ROSE	PROFESSIONAL / CO - INSTRUCTIONAL	473.44
P18-04196	Amazon Com	HR	Books	77.94
P18-04197	Southwest Airlines	SUPERINTENDEN	CONF	291.96
P18-04199	Best Western Pepper Tree Inn	IT	CONF/TRAVEL (Valerie-CASBO)	586.18
P18-04200	Identification & Security Inte	WAREHOUSE	Stores Supplies	369.80
P18-04201	SOS Survival Products	RISK MGMT	Materials & Supplies	268.87
P18-04202	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	801.23
P18-04203	Hyatt Regency Sacramento	SUPERINTENDEN	CONF	366.60
P18-04204	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	SUPERINTENDEN	CONF	80.00
P18-04205	Multi Service Technology Sol B est Buy Business Advantage	FREMONT	Materials & Supplies-Instructional	387.16
P18-04206	Amazon Com	RISK MGMT	MATERIALS AND SUPPLIES	31.68
P18-04207	Supershuttle-Sacramento	BUSINESS	travel/conf	76.00
P18-04210	Staples Direct	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	242.43
P18-04214	Sonesta Silicon Valley	ED SERVICES	CONF	164.19
P18-04217	Dell Direct Sales Lp	PURCHASING	COMP EQUIP	890.83
P18-04218	Amazon Com	CURREN	mat/sup - instructional	550.00
P18-04219	Raymond Geddes And Co Inc	CURREN	mat/sup - instructional	213.86
P18-04221	Oriental Trading Co Inc	CURREN	mat/sup - instructional	333.54
P18-04222	School Life, div of ImageStuff	CURREN	mat/sup - instructional	924.61
P18-04223	Barnes And Noble	CURREN	bks/incentives	344.80
P18-04225	Amazon Com	FREMONT	MAT/SUP - INSTRUCTIONAL	104.71
P18-04228	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	321.43
P18-04229	Pesi, Inc	Special Ed	Dyslexia WebcastTraining April 16th	269.96
P18-04232	Ventura Co Office Of Education	SAN MIGUEL	CONF (S Posos)	45.00
P18-04233	Staples Direct	HAYDOCK	MATL/SUPPLY-INSTRUCTION	434.32
P18-04234	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	270.81
P18-04235	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	SAN MIGUEL	TRAV/CONF (M. Truax)	189.65
P18-04236	Veritiv Operating Company	FACILITIES	Materials and Supplies	532.50
P18-04238	Center for the Collaborative Classroom	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	358.83
P18-04239	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ROSE	TRAVEL & CONFERENCE - COUNSELOR/OUTREACH	160.00
P18-04240	Underwood Family Farms	MCKINNA	mat/sup-instructional	776.00
P18-04241	History Brought To Life	MCKINNA	serv-instructional	785.00
P18-04242	California Science Center	FREMONT	MAT-SUP / INSTRUCTIONAL	344.80
P18-04244	Santa Barbara Zoo	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	606.00
P18-04245	Santa Barbara Zoo	MARSHALL	SERV - Instruction	562.50
P18-04246	Inn Off Capitol Park	ED SERVICES	CONF	147.20

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PO Number	Vendor Name	Loc	Description	Order Amount
P18-04247	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	125.00
P18-04248	A Z Bus Sales Inc	TRANSPORTATIO	REPAIRS	250.00
P18-04250	A Z Bus Sales Inc	TRANSPORTATIO	PARTS/LABOR	939.87
P18-04253	A Z Bus Sales Inc	TRANSPORTATIO	PARTS/LABOR	578.88
P18-04254	School Tech Supply	IT	MATL/SUP (Oscar-RAM)	597.94
P18-04255	Brian Morehuse BRM/dba Snap On Tools	TRANSPORTATIO	SUPPLIES	165.92
P18-04256	Office Depot Bus Ser Div	NFL	Mat/Sup	15.06
P18-04257	Demco Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	383.43
P18-04258	Jones School Supply Co Inc	ED SERVICES	MATLS/SUPPL-INSTRUCTIONAL	436.34
P18-04259	Lakeshore Learning Materials-V	RAMONA	Mat/Sup	458.52
P18-04260	Southwest Airlines	ED SERVICES	CONF	401.96
P18-04261	Southwest Airlines	ED SERVICES	CONF	221.96
P18-04262	NEW MANAGEMENT, INC	MCAULIFFE	MAT/SUPL-Instructional	355.58
P18-04266	Lakeshore Learning Materials-V	MCKINNA	mat/sup-instructinal	100.00
P18-04270	Calif Assn Of Latino Supt & Ad	SUPERINTENDEN	CONF	425.00
P18-04272	Perma Bound Books	SORIA	BKS (Instructional)	119.41
P18-04273	Perma Bound Books	SORIA	BKS (Instructional)	996.42
P18-04274	Superior Sanitary Supplies	CNS	supplies	377.56
P18-04275	James Shaw Uncle Jim's Worm Farm	CNS	supplies	281.89
P18-04276	AEOE	CURREN	conf - instructional	500.00
P18-04277	Pesi, Inc	CURREN	conf - instructional	599.97
P18-04280	Monster Technology LLC	KAMALA	Materials & Supplies-Inst	440.67
P18-04281	Rochester 100, Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	492.96
P18-04282	Amazon Com	KAMALA	Books	381.30
P18-04283	Nasco	FREMONT	Materials & Supplies--Instructional	172.86
P18-04284	Insect Lore Products	KAMALA	Materials & Supplies-Inst	150.80
P18-04285	Musician's Friend, Inc	KAMALA	Materials & Supplies	161.41
P18-04286	Ventura Co Office Of Education	CURREN	conf- instructional	70.00
P18-04287	Jostens, Inc	SORIA	MATL/SUP (Instructional)	592.63
P18-04288	Lakeshore Learning Materials-V	FREMONT	Materials & Supplies-Instructional	153.35
P18-04289	Sams Club 6455	CURREN	mat/sup - instructional	500.00
P18-04290	Office Depot Bus Ser Div	FREMONT	MAT/SUP INSTRUCTION	717.55
P18-04291	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	405.18
P18-04292	Lowe's	CURREN	mat/sup - instructional	250.00
P18-04293	Lowe's	CNS	supplies-grant	107.75
P18-04294	Office Depot Bus Ser Div	KAMALA	Materials & Supplies- Inst	149.93
P18-04295	Home Depot Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	10.75
P18-04296	Southwest Airlines	SUPERINTENDEN	CONF	216.96
P18-04297	Home Depot Inc	MARINA	MATL/SUPL-Instructional	684.95
P18-04298	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	7.53
P18-04299	Walmart	MCKINNA	MATL/SUP-INSTRUCTIONAL	50.00
P18-04300	Underwood Family Farms	BREKKE	SERV-Instructional	416.00
P18-04301	Underwood Family Farms	BREKKE	SERV-Instructional	488.00
P18-04306	Jolly Jumps	MCKINNA	serv-instructional	720.00
P18-04307	Varidesk, LLC	ED SERVICES	Equip	134.69
P18-04308	CDW G	ED SERVICES	MTLS/SUPP	877.56

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04309	ThinkWrite Technologies LLC	ED SERVICES	MTLS	191.64
P18-04310	School Tech Supply	Special Ed	EQUIPT(SCORING)	827.05
P18-04311	Santa Barbara Museum of Natural History	LEMONWOOD	SERV	400.00
P18-04313	Laser Toner & Computer Supply	SUPERINTENDEN	Repair	250.00
P18-04314	Staples Direct	RITCHEN	Computer Supplies-Instructional	231.63
P18-04316	AGAVE INN	IT	CONF (Valerie - TAPD)	348.58
P18-04317	Casto Chapter 5	TRANSPORTATIO	WORKSHOP	25.00
P18-04318	Amazon Com	BUSINESS	MATL/SUP	37.70
P18-04319	Daniels Tire Service	TRANSPORTATIO	Repairs	250.95
P18-04320	Amazon Com	MARSHALL	MATL/SUP - Instruction	150.38
P18-04321	Amazon Com	MARSHALL	MATL/SUP - Instruction	270.72
P18-04322	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ROSE	TRAVEL & CONFERENCE - TEACHERS	80.00
P18-04324	Accurate Label Designs Inc	FRANK	MATL/SUP	161.65
P18-04325	California Science Center	FRANK	SERV / INSTRUCTIONAL	441.37
P18-04326	Ventura Co Office Of Education	FRANK	CONF / INSTRUCTIONAL	900.00
P18-04328	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	245.63
P18-04329	Oriental Trading Co Inc	SIERRA LINDA	Mat/Sup - Instructional	150.74
P18-04330	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	143.28
P18-04331	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	324.55
P18-04332	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instructional	106.35
P18-04333	Batteries Plus	WAREHOUSE	Stores Supplies	474.79
P18-04334	Identification & Security Inte	WAREHOUSE	Stores Supplies	659.95
P18-04335	Spicers Paper Inc	WAREHOUSE	Stores Supplies	515.00
P18-04337	Inn Off Capitol Park	ED SERVICES	CONF/TRAVEL	441.60
P18-04338	Petroleum Telcom Inc DBA Telecom	SIERRA LINDA	Mat/Sup - instructional	37.71
P18-04340	Office Depot Bus Ser Div	NFL	Mat/Sup	39.19
P18-04347	Uline	WAREHOUSE	Stores Supplies	276.86
P18-04350	Southwest Airlines	ED SERVICES	CONF/TRAVEL	385.96
P18-04351	Blick Art Materials	WAREHOUSE	Stores Supplies	543.06
P18-04355	Lakeshore Learning Materials-V	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	400.00
P18-04356	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	234.82
P18-04357	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instructin	449.16
P18-04358	Lakeshore Learning Materials-V	MARSHALL	MATL/SUP - Instruction	862.89
P18-04359	Really Good Stuff	BREKKE	MAT/SUP-RSP	145.86
P18-04360	Voyager Sopris Learning, Inc	BREKKE	MAT/SUP-RSP	62.21
P18-04361	Auditory Processing Center of Pasadena	Special Ed	CAPDOTS training to Frem RSP for A.L. 6/24/06	495.00
P18-04363	Amazon Com	SAN MIGUEL	MATL/SUPP (Infant)	145.41
P18-04364	Discount School Supply	SAN MIGUEL	MATL/SUPP (Infant)	841.52
P18-04365	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	14.00
P18-04366	Amazon Com	MARSHALL	MATL/SUP - Instruction	360.91
P18-04367	John A Lagomarsino IV Lagomarsino Transport	ASES	SERVICE	750.00
P18-04368	Ventura Co Community College D	LEMONWOOD	RENTAL	255.00
P18-04369	Santa Barbara Zoo	MCAULIFFE	SERV-Instructional (5-29-18)	254.00
P18-04372	Office Depot Bus Ser Div	SAN MIGUEL	MATL/SUPP (Infant)	203.56

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04373	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	Special Ed	TRAVL/CONF (K.Haidet)	178.43
P18-04374	SUNSTONE CENTER COURT LESSEE S HERATON CERRITOS HOTEL	Special Ed	CONF	178.43
P18-04376	Pro Pack, Inc	GRAPHICS	Materials and Supplies	312.69
P18-04377	Alto Imaging Technologies	GRAPHICS	Software and Upgrade	711.15
P18-04378	Drapery Affair The Floor Store	FACILITIES	Materials and Supplies / ESC Restroom	99.13
P18-04379	Ferguson Enterprises Inc	FACILITIES	Materials and Supplies / ESC Restroom	40.13
P18-04380	Ferguson Enterprises Inc	FACILITIES	Materials and Supplies / ESC Restroom	880.24
P18-04381	Petroleum Telcom Inc DBA Telec om	LEMONWOOD	MAT/SUPP (ADMIN)	351.28
P18-04382	Old Mission Santa Barbara, Inc	KAMALA	SERVICES-INST	192.00
P18-04383	Brainpop Com Llc	MARSHALL	SUBS(MELLRING)	175.00
P18-04384	California Science Center	DRIFFILL	SERV-instructional	255.00
P18-04386	COUNTY OF VENTURA	FACILITIES	Fees	356.78
P18-04387	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	321.10
P18-04391	Apple Computer Inc	IT	MATL/SUP (Valerie)	106.67
P18-04392	School Tech Supply	IT	MAT/SUP (Ricky)	183.15
P18-04393	SWRCB/SW Fees	FACILITIES	Fees / Lemonwood	736.00
P18-04394	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	601.25
P18-04395	Scholastic Inc	RITCHEN	MATL/SUP-Instructional	694.88
P18-04396	Concepts School & Office Furn	KAMALA	Materials & Supplies-Inst	588.56
P18-04398	Gopher Sport	LEMONWOOD	MAT/SUPP (Instruction)	931.18
P18-04400	Staples Direct	MCKINNA	matl/sup-instructional	522.35
P18-04403	Hilton Garden Inn San Diego Ol d Town/Sea World	IT	CONF (Valerie ~ TAPD)	179.28
P18-04404	Pearson Education	DRIFFILL	MATL/SUPP-instructional	533.36
P18-04405	School Tech Supply	Special Ed	EQUPT (SUGDEN)	885.93
P18-04407	Maad Graphics	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	259.60
P18-04412	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Curren	992.38
P18-04419	Gopher Sport	RITCHEN	MATL/SUP-Instructional	959.47
P18-04421	Endless Choices	LEMONWOOD	MAT/SUPP (Instruction)	581.85
P18-04422	Liebert Cassidy Whitmore	BUSINESS	CONF	100.00
P18-04423	SCHOOL SAFETY SOLUTION, LLC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	117.31
P18-04425	Warner Bros Studio Facilities	ASES	SERV	975.00
P18-04426	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	938.07
P18-04429	Office Depot Bus Ser Div	NFL	Matl/Sup	171.31
P18-04430	Lakeshore Learning Materials-V	LEMONWOOD	materials/Title 1	210.05
P18-04431	Lakeshore Learning Materials-V	LEMONWOOD	Materials/Title 1	62.44
P18-04432	Lakeshore Learning Materials-V	LEMONWOOD	MATERIALS/TITLE 1	70.02
P18-04433	Baudville Inc	HARRINGTON	MATERIAL & SUPPLIES INSTRUCTION	60.23
P18-04434	Amazon Com	LEMONWOOD	MATERIALS/TITLE 1	114.90
P18-04435	Amazon Com	LEMONWOOD	MATERIALS/TITLE 1	13.12
P18-04436	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instruction)	171.87
P18-04437	Amazon Com	NFL	Matl/Sup	379.72

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PO Number	Vendor Name	Loc	Description	Order Amount
P18-04439	Smart And Final Iris Co	DRIFFILL	MATL/SUPP-instructional	60.00
P18-04441	Rochester 100, Inc	ELM	Mat/sup - Instructional	509.12
P18-04444	School Life, div of ImageStuff	MCAULIFFE	MATL/SUPL-Instructional	74.24
P18-04448	Ashton Awards Inc Aswell Trophy	HR	Supp-	305.89
P18-04449	UNITED RECORDS MANAGEMENT	ASES	SERV/ADMIN	500.00
P18-04450	Woodburn Press	RITCHEN	MATL/SUP-Instructional	475.17
P18-04451	Bagsinbulk.com	RITCHEN	MATL/SUP-Instructional	67.24
P18-04452	Rochester 100, Inc	RITCHEN	MATL/SUP-Instructional	370.39
P18-04453	DoubleTree Suites by Hilton	HR	Travel	354.87
P18-04458	Ventura Co Business Machines	CURREN	repair- instructional	100.00
P18-04461	CDW G	BREKKE	MAT/SUP-INSTRUCTIONAL ADMIN	739.45
P18-04465	Office Depot Bus Ser Div	SUPERINTENDEN	Mat & Sup	787.67
P18-04466	Oriental Trading Co Inc	SIERRA LINDA	Mat/Sup - Instructional	100.93
P18-04467	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	842.82
P18-04468	Rochester 100, Inc	MARINA	MATL/SUPL-Instr	909.14
P18-04469	Oriental Trading Co Inc	MCKINNA	Mat/sup-instructional	399.89
P18-04470	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	MATL/SUP (Ricky/Haydock)	953.59
P18-04472	B & H Foto & Electronics Corp	IT	MATL/SUP	420.17
P18-04474	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	IT	MAT/SUP (Ricky/Portable 502)	996.69
P18-04475	Oriental Trading Co Inc	ELM	MATL/SUPP/INSTRUC	942.83
P18-04476	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	516.12
P18-04477	Lakeshore Learning Materials-V	NFL	Mat/Sup	246.72
P18-04479	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	60.00
P18-04480	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	600.00
P18-04481	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	SORIA	SERV (Instructional)	450.00
P18-04482	Hopscotch Technologies, Inc	SORIA	SOFTWARE (Instructional)	412.00
P18-04484	Staples Direct	TRANSPORTATIO	SUPPLIES	312.46
P18-04485	Staples Direct	TRANSPORTATIO	SUPPLIES	22.71
P18-04486	Smile Makers Inc	ELM	MATL/SUPP/INSTRUC	294.46
P18-04487	Home Depot Inc	MARINA	MATL/SUPL-Instruction	793.69
P18-04488	Hilton Palm Springs	ASES	CONF	156.68
P18-04489	Petroleum Telcom Inc DBA Telecom	MARINA	MATL/SUPL-Instruction	502.66
P18-04490	Wellesley College	ASES	MTRL/SUPL	80.81
P18-04491	Lectorum Publications Inc	ELM	BKS - Instructional	168.80
P18-04493	Jones School Supply Co Inc	ELM	MATL/SUPP/INSTRUC	619.56
P18-04494	Varidesk, LLC	IT	MATL/SUP (Ricky)	743.48
P18-04495	Lectorum Publications Inc	ELM	BKS - Instructional	602.85
P18-04496	Scholastic Inc	ELM	BKS - Instructional	371.90
P18-04499	US School Supply Inc	ELM	MATL/SUPP/INSTRUC	363.60
P18-04504	Lakeshore Learning Materials-V	FRANK	MATL/SUP - INSTRUCTIONAL	279.48
P18-04505	Lakeshore Learning Materials-V	ED SERVICES	MSAP (Haydock)	494.40
P18-04506	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUP Haydock	226.21
P18-04507	Lakeshore Learning Materials-V	MCAULIFFE	MAT/SUPL-Instructional	306.93

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-04508	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	391.26	
P18-04509	Lakeshore Learning Materials-V	FRANK	Mat/Sup - Instructional	137.88	
P18-04510	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUPL_Instructional	685.74	
P18-04511	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Insturctional	350.07	
P18-04513	Nasco	ED SERVICES	MATL/SUP Haydcok	434.12	
P18-04514	Nasco	ED SERVICES	MATL/SUP Haydock	805.59	
P18-04518	Oriental Trading Co Inc	CURREN	mat/sup - instructional	452.49	
P18-04519	Scholastic Inc	MCAULIFFE	MATL/SUPL-Instructional	22.20	
P18-04521	Scholastic Inc	RITCHEN	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	919.11	
P18-04523	Discount School Supply	RITCHEN	MATL/SUP-INSTRUCTIONAL	242.33	
P18-04524	Aswell Trophy And Engraving	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	32.65	
P18-04525	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	129.47	
P18-04526	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	267.22	
P18-04527	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	437.47	
P18-04528	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	270.45	
P18-04529	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	269.38	
P18-04530	Owl Brand Discovery Kits	LEMONWOOD	MAT/SUPPLIES (Instructional)	229.15	
P18-04531	Amazon Com	LEMONWOOD	MAT/SUPP (Instruction)	59.55	
P18-04532	Scholastic Inc	LEMONWOOD	MAT/SUPP (Instructional)	266.14	
P18-04533	Teachers Pay Teachers	LEMONWOOD	MAT/SUP (Instructional)	150.77	
P18-04534	Scientifics Direct Inc	LEMONWOOD	MAT/SUPPLIES (Instructional)	322.86	
P18-04535	Acorn Naturalists	LEMONWOOD	MAT/SUPPLIES (Instructional)	34.43	
P18-04537	Amazon Com	SIERRA LINDA	Mat/Sup - Instructional	64.63	
P18-04538	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	800.00	
P18-04539	Amazon Com	CURREN	Book Instructional	104.80	
P18-04543	Amazon Com	CURREN	mat/sup - instructional	538.75	
P18-04544	Amazon Com	KAMALA	Book - Instructional	332.14	
P18-04545	Educlime	MCKINNA	mat/sup-instructional	254.34	
P18-04546	Walmart	NFL	Mat/Sup	85.00	
P18-04547	Oxnard School District	MARINA	OTHER OPERATING COSTS/PROF SERV/Instruc	100.00	
P18-04548	California Science Center	LEMONWOOD	SERV	25.00	
Total Number of POs			582	Total	195,110.49

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	563	189,218.71
120	CHILD DEVELOPMENT FUND	9	2,152.64
130	CAFETERIA FUND	10	2,413.59
213	BOND FUND MEASURE R 2012	3	1,325.55
Total Fiscal Year 2018			195,110.49
Total			195,110.49

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-04766	1,510,962.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	33,480.00-
P17-04991	1,201,166.01	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	60,751.52-
P18-00030	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-00072	145.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	41.48
P18-00082	4,000.00	010-5901	GENERAL FUND/POSTAGE	497.64
P18-00099	4,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P18-00115	2,105,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	190,603.00-
P18-00174	1,673.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.23
P18-00201	1,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	342.12
P18-00337	13,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00-
P18-00414	2,616.25	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	917.75
P18-00480	37,000.00	010-5900	GENERAL FUND/COMMUNICATIONS	918.94-
P18-00505	1,649.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.44
P18-00509	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P18-00526	1,900.00	010-5632	GENERAL FUND/REPAIRS	800.00
P18-00535	12,364.74	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	635.26-
P18-00541	1,850.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	350.00
P18-00545	10,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,500.00-
P18-00595	1,535.20	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	270.06
P18-00596	300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	700.00-
P18-00632	1,192.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	107.18-
P18-00648	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P18-00835	25,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	833.33-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,166.67-
			Total PO P18-00835	5,000.00-
P18-00867	1,250.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P18-01089	450.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P18-01100	5,772.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	921.18
P18-01169	8,428.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	557.48
P18-01437	300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	142.41
P18-01550	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00-
P18-01581	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,000.00-
P18-01602	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-01664	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-01687	800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	222.21
P18-01875	750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P18-01945	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P18-02121	13,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	4,848.48-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,526.52-
			Total PO P18-02121	20,375.00-
P18-02139	7,049.18	213-4400	BOND FUND MEASURE R 2012/NON-CAP EQUIP (\$500-\$	625.00
P18-02140	555.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	55.58
P18-02194	1,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P18-02201	14,100.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	700.00
P18-02505	10,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	3,333.33-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	16,666.67-
			Total PO P18-02505	20,000.00-

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-02639	259.56	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	144.10
P18-02743	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	68.48
P18-02875	10,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	3,333.33-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	16,666.67-
			Total PO P18-02875	20,000.00-
P18-03097	327.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	109.00
P18-03184	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P18-03190	4,302.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	11,214.00-
P18-03433	1,064.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,264.00-
P18-03476	741.04	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P18-03578	687.23	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	125.53
P18-03633	10,771.50	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	.01-
P18-03647	205.00	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	172.13-
P18-03953	7,275.00	010-5899	GENERAL FUND/ATTORNEY FEES	.00
P18-04406	1,072.41	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	536.20
			Total PO Changes	<u><u>382,694.15-</u></u>

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP18-00055	P And R Paper Supply Co	CNS	stores	6,754.50
NP18-00056	Gold Star Foods	CNS	stores	27,829.76
NP18-00057	ES Foods, Inc	CNS	stores	6,854.40
NP18-00058	Gold Star Foods	CNS	stores	31,008.61
NP18-00060	P And R Paper Supply Co	CNS	stores	7,556.22
NP18-00061	Gold Star Foods	CNS	stores	40,003.48
NP18-00062	P And R Paper Supply Co	CNS	stores	5,944.04
NP18-00063	P And R Paper Supply Co	CNS	stores	4,812.73
NP18-00064	School Nurse Supply Co	CNS	stores	1,648.58
NP18-00065	Gold Star Foods	CNS	stores	32,783.64
NP18-00066	Gold Star Foods	CNS	stores	38,794.07
NP18-00067	P And R Paper Supply Co	CNS	stores	6,518.73
NP18-00068	Gold Star Foods	CNS	stores	49,961.04
NP18-00069	P And R Paper Supply Co	CNS	stores	6,842.91
NP18-00070	Gold Star Foods	CNS	stores	17,256.85
NP18-00071	P And R Paper Supply Co	CNS	stores	5,407.93
P18-00071	ETS Technical Assistance Attn: Data Coor	ED SERVICES	Materials & Supplies	2,844.60
P18-03564	CABE	SORIA	CONF (Instructional)	1,135.00
P18-03633	Hilton Los Angeles Airport	Pupil Svcs	CONF	10,771.50
P18-03689	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,075.00
P18-03690	Ventura Co Office Of Education	Special Ed	SERV (AR080310)	34,280.40
P18-03691	Ventura Co Office Of Education	Special Ed	SERV (AC061009)	15,233.12
P18-03694	JONES-CAMPBELL CO., INC. JONES -CAMPBELL CO.	MCAULIFFE	EQUIP (ADA CAFETERIA TABLE)	1,158.31
P18-03695	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.00
P18-03696	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.00
P18-03697	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.00
P18-03698	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH/MATL INSP SVCS - KNDR/FLEX PROJ	21,400.00
P18-03715	Houghton Mifflin Harcourt	SAN MIGUEL	MATL/SUPP (HMH Battelle Dev. Inv.)	6,722.65
P18-03716	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	6,309.55
P18-03718	Pearson Education	Special Ed	MATL/SUPL	1,212.06
P18-03719	Pearson	Special Ed	MATL/SUPL	1,318.63
P18-03720	Pearson	Special Ed	MATL/SUPL	3,564.83
P18-03721	Barnes And Noble	ED SERVICES	BOOKS - Instructional	3,443.69
P18-03727	CABE 2018 43rd Annual Conferen ce	FRANK	Conf - Instructional	1,670.00
P18-03729	RHYTHMS OF LIFE LLC	ED SERVICES	SERV/ASES	35,000.00
P18-03740	Ventura Co Office Of Education	Special Ed	SERV (PT)	27,072.56
P18-03742	Hawthorne Educational Servic	Special Ed	MATLS/SUPPL	1,590.00
P18-03744	Brainpop Com LLC	SIERRA LINDA	Software - Instructional	3,090.00
P18-03745	Greenfield Learning Inc	SIERRA LINDA	Software - Instructional	8,500.00
P18-03748	Dell Direct Sales Lp	ED SERVICES	EQUIP	4,755.69
P18-03750	Concepts School & Office Furn	ASES	EQUIP/MTLS (ADMIN)	2,245.41
P18-03751	City Of Oxnard	FACILITIES	BOND/SERV (JOINT USE LEM PARK)	1,700.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03760	FACILITIES PROTECTION SYSTEMS	IT	SERV (Data Ctr Maint Agreement)	1,262.00
P18-03761	Sunrise Phys Therapy Svcs In	RISK MGMT	ERGONOMIC MATERIALS AND SUPPLIES	4,181.08
P18-03763	Brainpop Com Llc	FREMONT	SOFTWARE LICENSES - INSTRUCTIONAL	1,795.00
P18-03764	Evolving Solutions, LLC	IT	REPAIRS (1:1 iPads)	1,885.00
P18-03766	Best Buy	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,118.46
P18-03768	GOBULK.COM	IT	MATL/SUP (Earbuds)	8,038.61
P18-03769	SOS Survival Products	RISK MGMT	Materials & Supplies	1,023.41
P18-03770	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/ROSE AVE-PEER REVIEW	5,980.00
P18-03772	Rosetta Stone Ltd	HAYDOCK	LICENSE/INSTRUCTION	4,250.00
P18-03780	Varidesk, LLC	CNS	4300/Mat/Sup	1,869.47
P18-03781	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	10,000.00
P18-03782	School Tech Supply	CNS	4300/4400	6,311.18
P18-03785	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,494.32
P18-03787	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	1,970.72
P18-03788	Extreme Clean	WAREHOUSE	Stores Supplies	2,747.63
P18-03789	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,444.28
P18-03792	Veritiv Operating Company	WAREHOUSE	Stores Supplies	18,158.25
P18-03795	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,424.38
P18-03801	Sheraton Grand Sacramento	FRANK	CONF / INSTRUCTIONAL	1,743.34
P18-03804	The Tree House, Inc	ELM	Mat/Sup - Instructional	3,330.82
P18-03806	Woodwind & Brasswind, Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	2,231.51
P18-03809	SIGNET CONTROLS, INC	FACILITIES	Materials and Supplies	5,000.00
P18-03810	Vista Ford Of Oxnard	FACILITIES	Equipment	34,209.36
P18-03821	Power Machinery Center	WAREHOUSE	REPAIRS	5,000.00
P18-03824	Southwest Airlines	ED SERVICES	CONF/Travel	1,363.54
P18-03837	Citadel Environmental Services	FACILITIES	Prof Service / OSC	1,850.00
P18-03838	Citadel Environmental Services	FACILITIES	Prof Service / Haydock	2,500.00
P18-03841	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1 iPad Repairs)	16,973.00
P18-03844	Textbook Warehouse LLC Textbook Warehouse	ERC	Mat/Sup	1,357.17
P18-03850	Daniels Tire Service	FACILITIES	Prof Service	2,000.00
P18-03851	Div Of The State Architect	FACILITIES	DSA Fees / San Miguel	4,851.49
P18-03852	Div Of The State Architect	FACILITIES	DSA Fees / Chavez	3,998.29
P18-03854	Textbook Warehouse LLC Textbook Warehouse	ERC	TextBk	13,396.07
P18-03874	Southwest Airlines	SUPERINTENDENT	Travel/Conference	1,118.91
P18-03876	Kathy Greco	Special Ed	ATTY FEES	3,500.00
P18-03877	Div Of The State Architect	FACILITIES	DSA fees / Chavez	1,852.70
P18-03881	Scholastic Inc	SAN MIGUEL	MATL/SUPP (S M)	1,069.41
P18-03882	ANN SIMUN DBA/ NEUROPSYCHOLOGY PARTNERS	Special Ed	SERV	17,100.00
P18-03887	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.87
P18-03888	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.87

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-03889	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.87
P18-03890	Silver Creek Industries, Inc	FACILITIES	BLDG (KDG FLEX CLASSROOM)	838,173.87
P18-03898	Expressive Media, Inc	Pupil Svcs	CONF	8,263.00
P18-03904	Apple Computer Inc	HARRINGTON	COMPUTER EQUIPMENT ADMIN	1,294.77
P18-03905	See's Candies, Inc	SAN MIGUEL	MATL/DON (Sees)	1,907.08
P18-03915	ATC GROUP SERVICES LLC	FACILITIES	BOND/BLDG/ENV SUPPORT SVCS/LEM PHASE 2 RECON	8,370.00
P18-03921	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	12,116.32
P18-03925	MarketMaps	ED SERVICES	MATL/SUP Frank	2,023.38
P18-03927	Carolina Biological Supply	ED SERVICES	MATL/SUP Haydock	1,235.45
P18-03931	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P18-03932	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P18-03933	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	4,493.82
P18-03935	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,334.94
P18-03939	Perma Bound Books	FRANK	Bks - Instructional	4,925.72
P18-03944	Holiday Inn Express-Sacramento	FREMONT	Travel and Conference / Parent	1,003.03
P18-03946	FISH NET, INC THAT FISH PLACE/ THAT PET PLACE	FREMONT	Materials & Supplies-Instructional	2,853.95
P18-03952	COUNTY OF VENTURA	BUSINESS	FEES	3,218.00
P18-03953	JAMS	BUSINESS	SERV	7,275.00
P18-03954	California Science Center	DRIFFILL	SERV-instructional	2,434.60
P18-03956	MCGRAW HILL EDUCATION, INC	ERC	TextBk	6,419.97
P18-03958	Mobile Ed Productions, Inc	LEMONWOOD	SERVICES (Instructional)	1,095.00
P18-03963	Corona Innovation Solutions	TRANSPORTATIO	Supplies/Installation	13,327.40
P18-03975	School Outfitters	KAMALA	Materials & Supplies-Instructional	1,309.04
P18-03979	Marriott Hotel Services, Inc M arriott Marquis Washington DC	ED SERVICES	CONF	1,159.47
P18-03991	CN School & Office Sol, Inc Cu Iver-Newlin	FRANK	EQUIP - INSTRUCTIONAL	6,322.77
P18-03993	Veritiv Operating Company	GRAPHICS	Materials and Supplies	3,289.18
P18-03994	Flinn Scientific Inc	ED SERVICES	MATL/SUP Fremont	1,357.00
P18-04003	Oriental Trading Co Inc	RAMONA	Mat-Sup - Instruction (CHAMPS)	2,539.28
P18-04004	CENTER FOR MATHEMATICS & TEACH ING INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	6,970.80
P18-04008	ALISON C. WRIGHT ACADEMIC BRAG TAGS	RAMONA	Mat/Sup - Instruction (Perfect Attendance)	1,392.08
P18-04010	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Brekke	3,600.00
P18-04011	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Ritche	3,600.00
P18-04017	Dell Direct Sales Lp	TRANSPORTATIO	SUPPLIES	1,160.71
P18-04018	Best Buy	ED SERVICES	MATL/SUP	4,636.77
P18-04020	JAFFE DICKERSON LEGAL & CONSUL TING, PC	SUPERINTENDEN	SERV (LEGAL)	11,095.00
P18-04024	Cabo Seafood Grill And Cantina	ED SERVICES	SERV	1,967.00
P18-04025	JENNIFER K. RICKARD	Special Ed	SERV	2,000.00
P18-04029	Wyche Oak Park Apts Inc DBA Hi lton Garden Inn Oxnard	ED SERVICES	SERV MSAP	1,235.60
P18-04030	Wyche Oak Park Apts Inc DBA Hi lton Garden Inn Oxnard	ED SERVICES	SERV MSAP	1,338.00
P18-04031	Costco Wholesale	DRIFFILL	MATL/SUPP-instructional	5,000.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04033	Wyche Oak Park Apts Inc DBA Hi Iton Garden Inn Oxnard	ED SERVICES	CONF MSAP	2,714.40
P18-04039	B & H Foto & Electronics Corp	RAMONA	Film project	1,115.33
P18-04040	Carson Entertainment	ASES	SERV	4,000.00
P18-04041	Oxnard Performing Arts Center	ASES	RENTAL	3,327.25
P18-04042	Wendy H Milligan dba/ Terra Firma Enterprises	RISK MGMT	SERV	21,060.00
P18-04043	Ventura Co Office Of Education	Special Ed	SERV (MG111808)	39,827.20
P18-04044	Ventura Co Office Of Education	Special Ed	SERV (RR103108)	7,114.80
P18-04046	Roadrunner Shuttle And	NFL	Conf/Travel	1,105.00
P18-04049	Lowe's	NFL	Mat/Sup - Instruction	1,616.25
P18-04053	Hillyard Inc	WAREHOUSE	Stores Supplies	5,180.13
P18-04054	Veritiv Operating Company	WAREHOUSE	Stores Supplies	3,689.90
P18-04058	Ventura Co Office Of Education	Pupil Svcs	SERV	10,000.00
P18-04059	Ventura Co Office Of Education	Pupil Svcs	CONF	1,200.00
P18-04060	Houghton Mifflin Harcourt	Special Ed	MATL/SUPL	2,102.55
P18-04062	Lakeshore Learning Materials-V	NFL	Mat/Sup - Instruction	1,598.05
P18-04063	MANDALAY BAY RESORT AND CASINO	CNS	CONF/TRAVLE (ADMIN)	1,746.06
P18-04064	CDW G	IT	MAINT AGREEMENT (JUNIPER)	12,728.00
P18-04065	CDW G	IT	MATL/SUP (1:1 4th Gen Cases)	7,542.50
P18-04066	PARAGON SYSTEMS, INC	IT	EQUIP REPLACEMENT (Harrington)	14,973.00
P18-04067	Evolving Solutions, LLC	IT	REPAIRS (1:1)	3,085.00
P18-04069	Evolving Solutions, LLC	IT	REPAIRS (1:1 iPads)	2,280.00
P18-04071	Technology In Education	IT	EQUIP (Valerie/Ricky)	8,630.85
P18-04072	Dell Direct Sales Lp	IT	EQUIP (Janette)	1,452.12
P18-04073	Dell Direct Sales Lp	IT	EQUIP (Danita's Laptop)	1,459.58
P18-04076	Pacificom Coast Sound And	FACILITIES	Lease Repair / Haydock	3,250.00
P18-04077	SiteOne Landscape Supply, LLC	FACILITIES	Materials and Supplies	5,000.00
P18-04078	Reliable Floor Covering Co	FACILITIES	Prof Service / ESC Restroom	4,119.00
P18-04079	STATE OF CALIFORNIA DEPT. OF CONSERVATION	FACILITIES	Fees / Ramona Kinder Flex	3,600.00
P18-04080	John Pence Building Specs Inc	FACILITIES	Prof Service / ESC Restroom	3,942.00
P18-04082	Avid Center	DRIFILL	CONF-instructional	7,155.00
P18-04087	CN School & Office Sol, Inc Cuiver-Newlin	LEMONWOOD	BOND/EQUIP (NEW FURNITURE - 18-19 3rd GR. ROOM)	24,526.84
P18-04088	Pearson	Special Ed	MATL/SUPL	1,650.44
P18-04090	3 Chords, Inc Therapy Travelers	Special Ed	SERV(OT)	46,800.00
P18-04094	MHS Inc	Special Ed	MATL/SUPL	1,089.51
P18-04099	Janelle Publications Inc	Special Ed	MATL/SUPL	1,426.61
P18-04101	Troxell Communications, Inc	RAMONA	Mat/Sup - Instruction	1,885.63
P18-04115	WATERFORD RESEARCH INSTITUTE	ROSE	ONLINE LICENSES - INSTRUCTIONAL	9,600.00
P18-04116	Oxnard Union High Sch Dist	ED SERVICES	MATL/SUPL - Instructional	1,697.00
P18-04118	ETS Technical Assistance Attn: Data Coord	ED SERVICES	SERV	4,700.00
P18-04122	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,800.24
P18-04126	City Of Ventura	MCAULIFFE	SERV-Instructional	1,100.00
P18-04127	City Of Ventura	MCAULIFFE	SERV-Instructional	1,100.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04128	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	35,000.00
P18-04132	National Auto Body and Paint	TRANSPORTATION	Repairs	6,101.30
P18-04135	CTEBVI Annual Conference	Special Ed	CONF	1,675.00
P18-04136	School Tech Supply	Special Ed	MATLS/SUPPL	3,195.48
P18-04137	Tolman & Wiker Ins	BUSINESS	INSURANCE	2,522.00
P18-04142	Amazon Com	SORIA	EQUIP (Instructional)	2,592.99
P18-04144	ACSA	HR	Serv-	1,180.00
P18-04145	Troxell Communications, Inc	DRIFFILL	COMP/SUPP-instructional	1,463.25
P18-04148	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1)	7,223.76
P18-04149	Evolving Solutions, LLC	IT	REPAIRS (1:1)	3,935.00
P18-04150	CN School & Office Sol, Inc Culliver-Newlin	MARSHALL	BOND/EQUIP-MATL (NEW BLDG FURN - 6-8TH GRADE)	212,921.70
P18-04151	CN School & Office Sol, Inc Culliver-Newlin	MARSHALL	BOND/EQUIP-MATL (NEW BLDG-8TH GRADE SCIENCE LAB)	32,771.21
P18-04152	CN School & Office Sol, Inc Culliver-Newlin	MARSHALL	BOND/EQUIP-MATL (NEW BLDG-7TH GRADE SCIENCE LAB)	27,247.99
P18-04159	CN School & Office Sol, Inc Culliver-Newlin	SAN MIGUEL	MATL/SUPP (C-N chairs & rack)	1,829.77
P18-04165	Provo Canyon School	Special Ed	SERV (AH112906)	63,831.00
P18-04177	Criterion Environmental Inc	FACILITIES	DEF MAINT/SERV	7,440.00
P18-04183	Kamran And Co Inc	CNS	equipment-051	1,198.25
P18-04185	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Def Maint Haydock	1,665.00
P18-04186	Ron's Signs	FACILITIES	Materials and Supplies	4,641.74
P18-04189	Deborah D Rodriguez Uplift Graphics	CURRENT	matl/sup - instructional	1,791.34
P18-04195	US Bank CM-9690	BUDGET	Services/Fees	1,625.00
P18-04198	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,069.96
P18-04208	AAA State of Play	CURRENT	matl/sup - instructional	1,792.96
P18-04209	Home Depot Inc	ED SERVICES	MATL/SUP Fremont	2,833.30
P18-04211	Extreme Clean	WAREHOUSE	Stores Supplies	4,208.72
P18-04212	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	1,155.62
P18-04213	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,579.30
P18-04215	Dell Direct Sales Lp	SUPERINTENDENT	COMP EQUIP	2,822.06
P18-04216	School Tech Supply	SUPERINTENDENT	COMP EQUIP	1,015.47
P18-04220	Taymark Anderson's	CURRENT	matl/sup - instructional	2,475.97
P18-04226	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTIONAL	2,000.00
P18-04227	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTIONAL	3,000.00
P18-04231	Pearson	Special Ed	MATL/SUPL	1,291.94
P18-04237	Petroleum Telecom Inc DBA Telecom	MCAULIFFE	MATL/SUPL-Instructional	2,763.63
P18-04243	Ventura Co Office Of Education	Pupil Svcs	CONF	1,260.00
P18-04249	A Z Bus Sales Inc	TRANSPORTATION	PARTS/LABOR	2,367.52
P18-04251	A Z Bus Sales Inc	TRANSPORTATION	PARTS/LABOR	1,091.80
P18-04252	A Z Bus Sales Inc	TRANSPORTATION	PARTS/LABOR	1,059.80
P18-04263	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	2,651.51
P18-04264	Bennetts Toys and Education Materials	ASES	MTRL/SUPL	15,000.00

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04265	CDW G	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,101.13
P18-04267	Ventura Co Star	FACILITIES	LEGAL AD (ASPHALT)	2,649.24
P18-04268	Vista Ford Of Oxnard	WAREHOUSE	EQUIP/REPLACEMENT VAN	41,997.28
P18-04269	Home Depot Inc	Special Ed	NON CAP EQUIPT (BREKKE)	1,288.74
P18-04271	Vista Ford Of Oxnard	ED SERVICES	EQUIP/BOOKBARN VAN	32,854.94
P18-04278	Lectorum Publications Inc	SORIA	BKS (Instructional)	1,000.00
P18-04279	Jostens, Inc	SORIA	MATL/SUP (Instructional)	1,729.39
P18-04302	School Tech Supply	Special Ed	EQUIPT/MATLS (Laptops & Bags for Psychs)	2,388.97
P18-04303	NATUREBRIDGE	LEMONWOOD	SERVICE (Instruction)	3,662.00
P18-04304	Underwood Family Farms	MCAULIFFE	SERV-Instructional (5/18/18)	1,272.00
P18-04305	Varidesk, LLC	Special Ed	MATL/SUP	3,512.65
P18-04312	COMPUWAVE	MARINA	MATL/SUPL-Instructional	1,040.86
P18-04315	Gopher Sport	ELM	Mat/Sup - Instructional	3,415.03
P18-04323	Schwabe Books	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	11,601.99
P18-04327	Premier Agendas Inc	FRANK	MATL/SUP - STUDENTS	10,609.40
P18-04336	School Tech Supply	SIERRA LINDA	Mat/Sup - Instructional	1,925.24
P18-04339	Office Depot Bus Ser Div	FREMONT	Materials & Supplies-Instructional	1,471.35
P18-04341	Lakeshore Learning Materials-V	SIERRA LINDA	Mat/Sup - Instruction	1,436.94
P18-04342	CN School & Office Sol, Inc Cu Iver-Newlin	BREKKE	BOND/EQUIP-MATL-SUP (KINDER FLEX ROOMS)	41,728.36
P18-04343	ETS Technical Assistance Attn: Data Coor	ED SERVICES	Materials and Supp	2,844.60
P18-04344	CN School & Office Sol, Inc Cu Iver-Newlin	RITCHEN	BOND/EQUIP-MATL-SUP (KINDER FLEX ROOMS)	41,728.36
P18-04345	FM Architecture Inc	FACILITIES	Def Maint / Prof Service Chavez HVAC	1,450.00
P18-04346	Amazon Com	PURCHASING	MATL/SUP (SAFES FOR 7 SCHOOL SITES)	2,758.82
P18-04348	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,794.44
P18-04349	PREMIER AGENDAS, INC	ELM	Mat/Sup - Instructional	1,784.34
P18-04352	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P18-04353	School Health Corporation	WAREHOUSE	Stores Supplies	1,691.24
P18-04354	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	5,224.37
P18-04362	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLPA)	24,000.00
P18-04370	AUTISM LEARNING PARTNERS LLC	Special Ed	SERV	10,000.00
P18-04371	DOVE PSYCHOLOGICAL & BEHAVIORAL SERVICES, PC	Special Ed	SERV	30,000.00
P18-04375	Uline	SAN MIGUEL	EQUIP (NON-CAP)	2,665.84
P18-04385	World's Finest Chocolate, Inc	MARSHALL	MATL/SUP - Instruction	1,595.00
P18-04388	Dell Direct Sales Lp	SAN MIGUEL	MATL/SUPP (COMP/SUPP)	4,939.45
P18-04389	Monster Technology LLC	LEMONWOOD	MAT.SUPP School Admin	1,255.29
P18-04390	Pete Vargas Vargas Signs	RITCHEN	MATL/SUP-Instructional	1,414.22
P18-04397	PARENT ENGAGEMENT ACADEMY	BREKKE	MAT/SUP-PARENT PARTICIPATION	5,220.00
P18-04399	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1)	42,433.05
P18-04401	Gopher Sport	FREMONT	Materials and Supplies-Instructional	1,044.67
P18-04402	Repair Center LLC Tech Defenders	IT	REPAIRS (1:1 iPads)	1,983.82

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04406	Jordanos Inc	CNS	supplies-051	1,072.41
P18-04408	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	FACILITIES	BLDG (PROP 39 HVAC PHASE 2 PROJECTS)	1,160,000.00
P18-04409	123 Office Solution, Inc	WAREHOUSE	Stores Supplies	20,265.19
P18-04410	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Chavez	1,531.02
P18-04411	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Rose Ave	4,739.92
P18-04413	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Soria	4,739.92
P18-04414	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Kamala	1,527.79
P18-04415	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / McKinna	2,880.97
P18-04416	Sinclair Sanitary Supply Inc	FACILITIES	Equipment / Brekke	5,080.95
P18-04417	Empire Cleaning Supply	FACILITIES	Equipment / Marina West	3,742.16
P18-04418	Empire Cleaning Supply	FACILITIES	Equipment / Lemonwood	12,860.93
P18-04420	CDW G	CHAVEZ	EQUIPMENT-INSTRUCTIONAL	2,342.05
P18-04424	UC Regents CHSSP-Univ of Calif	FRANK	Mat/Sup - Instructional	1,250.00
P18-04427	Petroleum Telcom Inc DBA Telec om	FRANK	MATL/SUP - SCHOOL OFFICE	4,579.38
P18-04428	Veritiv Operating Company	WAREHOUSE	Stores Supplies	13,763.72
P18-04438	Lakeshore Learning Materials-V	NFL	Mat/Sup	1,000.00
P18-04440	ACSA/FEA	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	1,678.00
P18-04442	National Auto Body and Paint	TRANSPORTATIO	Parts and Labor	6,122.50
P18-04443	National Auto Body and Paint	TRANSPORTATIO	Parts and Labor	6,122.50
P18-04445	Perma Bound Books	MCAULIFFE	Books-Other-Instructional	1,534.34
P18-04446	Peap	ED SERVICES	Materials - Graduation	5,715.00
P18-04447	Warner Bros Studio Facilities	SORIA	SERV (Instructional)	3,171.00
P18-04454	Lakeshore Learning Materials-V	NFL	Mat/Sup	1,021.47
P18-04455	Southwest Airlines	HR	Recruit-	1,649.88
P18-04456	TWO TREES PHYS THER & WELLNESS dba/TWO TREES PHYSICAL THERA	Special Ed	SERV	10,000.00
P18-04457	HOLLYWOOD VISION CENTER OPTOME TRY, INC.	Special Ed	SERV	20,000.00
P18-04459	Premier Agendas Inc	CURREN	mat/sup - instructional	2,243.34
P18-04460	Rochester 100, Inc	CURREN	mat/sup - instructional	1,468.63
P18-04462	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,189.46
P18-04463	Mail Finance	GRAPHICS	LEASE AGREEMENT (ENVELOPE FOLDER/INSERTER)	1,491.22
P18-04464	CANON FINANCIAL SERVICES INC	GRAPHICS	LEASE (GRAPHICS CANON VARIOPRINT DP 130)	2,762.71
P18-04471	ADVANCED CLASSROOM TECHNOLOGIE S, INC	IT	MATL/SUP (Ricky)	26,032.40
P18-04473	B & H Foto & Electronics Corp	IT	MATL/SUP (OPIE)	2,157.16
P18-04478	Dell Direct Sales Lp	Pupil Svcs	EQUIP	1,267.69
P18-04483	Dept.of General Svcs Office of Admin Hearings	HR	SERV	1,690.00
P18-04492	PPG ARCHITECT COATINGS, LLC GL IDDEN PROFESSIONAL PAINT CTR	FACILITIES	Custodial Materials and Supplies	1,009.57
P18-04497	Jostens, Inc	KAMALA	Mat/Sup-Inst	3,427.53
P18-04498	Scholastic Inc	MCKINNA	matl-sup-instructional	4,146.22

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-04500	Perma Bound Books	KAMALA	BOOKS OTHER THAN TEXTBOOKS	9,248.58
P18-04501	Perma Bound Books	KAMALA	BOOKS OTHER THAN TEXTBOOKS-INSTR	10,775.80
P18-04502	Perma Bound Books	KAMALA	BOOKS OTHER THAN TEXTBOOKS-INSTR	5,384.32
P18-04503	Perma Bound Books	ELM	BKS - Instructional	5,551.20
P18-04512	Lowe's	ED SERVICES	MATL/SUPL/FRE	1,409.35
P18-04515	US School Supply Inc	ELM	MATL/SUPP/INSTRUC	1,760.26
P18-04516	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	2,901.17
P18-04517	Toy Depot Inc	ELM	MATL/SUPP/INSTRUC	1,160.10
P18-04520	Scholastic Inc	RITCHEN	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,508.50
P18-04522	Heinemann	RITCHEN	Books other than Textbooks-Instructional	4,376.96
P18-04536	CALIFORNIA SPORT DESIGN	FREMONT	Materials and Supplies-Instructional	7,680.42
P18-04540	Amazon Com	ED SERVICES	Books	1,374.46
P18-04541	Heinemann	MCKINNA	matl/sup-Instructional	9,243.38
P18-04542	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	Books/Instructional	5,429.73
P19-00001	Durham School Services	TRANSPORTATIO	SERV	3,500,000.00
P19-00002	CROWN CASTLE INTL CORP. SUNESY S	IT	SERV/ ERATE (WAN SVCS)	183,600.00
P19-00003	FRONTIER COMMUNICATIONS CORP.	IT	SERV/ERATE (ISP SERVICES)	23,051.40
Total Number of POs			299	Total
				<u>10,508,028.89</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	250	2,644,147.13
120	CHILD DEVELOPMENT FUND	3	3,563.41
130	CAFETERIA FUND	22	302,754.01
213	BOND FUND MEASURE R 2012	5	299,167.74
214	BOND FUND MEASURE D 2016	16	3,550,120.20
514	BOND INTEREST REDEMPTION 2016	1	1,625.00
		Total Fiscal Year 2018	6,801,377.49
010	GENERAL FUND	3	3,706,651.40
		Total Fiscal Year 2019	3,706,651.40
		Total	<u>10,508,028.89</u>

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-01182	545,975.44	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	16,010.44
P16-04732	98,848.00	010-6200	GENERAL FUND/BUILDINGS AND IMPROVEMENTS	2,480.00
P16-05421	31,041,811.15	213-6270	BOND FUND MEASURE R 2012/MAIN BUILDING CONTRA	84,923.27
P17-03974	3,237.50	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	2,334.83
P18-00075	55,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,036.00
P18-00077	600,000.00	010-5530	GENERAL FUND/UTILITIES WATER/SEWER	50,000.00
P18-00105	75,200.00	010-4310	GENERAL FUND/FUEL	1,209.52
P18-00163	36,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,100.00
P18-00185	60,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	15,000.00
P18-00186	50,000.00	010-5803	GENERAL FUND/COM CARRIER	25,000.00
P18-00212	1,632.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,132.00
P18-00219	2,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00291	6,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P18-00332	23,465.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P18-00339	24,162.52	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	8,000.02
P18-00352	10,000.00	010-5632	GENERAL FUND/REPAIRS	1,832.39
P18-00372	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,000.00
P18-00400	21,500.00	010-5632	GENERAL FUND/REPAIRS	5,000.00
P18-00401	28,000.00	010-4341	GENERAL FUND/CUSTODIAL SUPPLIES	5,000.00
P18-00437	10,465.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	4,000.00
P18-00488	9,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,700.00
P18-00495	2,567.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P18-00580	66,010.76	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	5,000.00
P18-00641	16,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,000.00
P18-00710	20,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P18-00753	30,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20,000.00
P18-00776	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P18-00809	3,577.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-00836	180,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	80,000.00
P18-00894	114,000.00	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	30,000.00
P18-00994	17,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	5,000.00
P18-01018	559,000.00	130-4700	CAFETERIA FUND/FOOD	36,250.65
P18-01021	2,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,000.00
P18-01056	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-01070	183,000.00	130-4700	CAFETERIA FUND/FOOD	12,100.00
P18-01153	4,155.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-01161	1,300.00	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	1,000.00
P18-01171	43,212.29	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	18,212.29
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,874.11
			Total PO P18-01171	29,086.40
P18-01172	46,804.80	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,804.80
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	22,154.11
			Total PO P18-01172	43,958.91
P18-01176	41,591.20	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	2,234.44
P18-01177	46,664.16	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,664.16
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	9,558.64
			Total PO P18-01177	31,222.80

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Includes Purchase Orders dated 02/23/2018 - 05/02/2018 ***

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-01178	54,232.60	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	27,400.80
P18-01344	15,200.00	130-4700	CAFETERIA FUND/FOOD	7,946.63
P18-01424	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P18-01530	45,383.70	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	20,383.70
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,019.10
			Total PO P18-01530	22,402.80
P18-01766	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	13,500.00
P18-01964	7,616.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P18-02111	27,400.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,480.00
P18-02117	6,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P18-02260	10,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,500.00
P18-02275	39,944.80	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	7,330.40
P18-02318	3,022.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-02416	11,395.00	251-5800	DEVELOPER FEES/PROFESSIONAL/CONSULTING SERV	3,895.00
P18-02496	1,585,931.16	010-5899	GENERAL FUND/ATTORNEY FEES	800,000.00
P18-02504	49,725.20	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	23,696.40
P18-02764	8,000.00	010-5632	GENERAL FUND/REPAIRS	3,000.00
P18-02864	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P18-02899	34,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00
P18-02910	17,250.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,750.00
P18-03332	7,744.24	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,704.00
P18-03616	39,068.84	214-6110	BOND FUND MEASURE D 2016/PURCHASE OF SITE	12,750.00
			Total PO Changes	1,526,467.70

Information is further limited to: (Minimum Amount = 1,000.00)

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 10 of 10

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/16/18

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 1ST Reading _____ 2nd Reading _____

SETTING OF DATE FOR PUBLIC HEARING – OXNARD SCHOOL DISTRICT 2018-19 ADOPTED BUDGET (Penanhoat/Crandall Plasencia)

It is appropriate that the Board of Trustees set the date of Wednesday, June 6, 2018, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2018-19 Adopted Budget.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Adopted Budget.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing (1 page)



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

NOTICE OF PUBLIC HEARING

May 16, 2018

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 6, 2018, at 7:00 P.M. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, regarding the 2018-2019 Proposed Budget.

By: Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
(805) 385-1501, ext. 2401

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/16/18

- 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 1st Reading _____ 2nd Reading _____

Setting of Date for Public Hearing- OXNARD SCHOOL DISTRICT 2018-19 LOCAL CONTROL ACCOUNTABILITY PLAN (Freeman)

It is appropriate that the Board of Trustees set the date of Wednesday, June 6, 2018 in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2018-19 Local Control Accountability Plan (LCAP).

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees set the date of Wednesday, June 6, 2018 for a public hearing on the Oxnard School District 2018-19 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIAL:

Attached: Notice of Public Hearing (1 page)



OXNARD SCHOOL DISTRICT

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

NOTICE OF PUBLIC HEARING

May 16, 2018

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 6, 2018, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2018-19 Local Control Accountability Plan (LCAP).

By: Robin I. Freeman
Assistant Superintendent,
Educational Services Department
(805) 385-1501, ext. 2301

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 05/16/18

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 1ST Reading _____ 2nd Reading _____

ENROLLMENT REPORTS (Penanhoat)

District enrollment as of March 23, 2018 was 16,590. This is 221 less than the same time last year.

District enrollment as of April 30, 2018 was 16,573. This is 231 less than the same time last year.

FISCAL IMPACT

None.

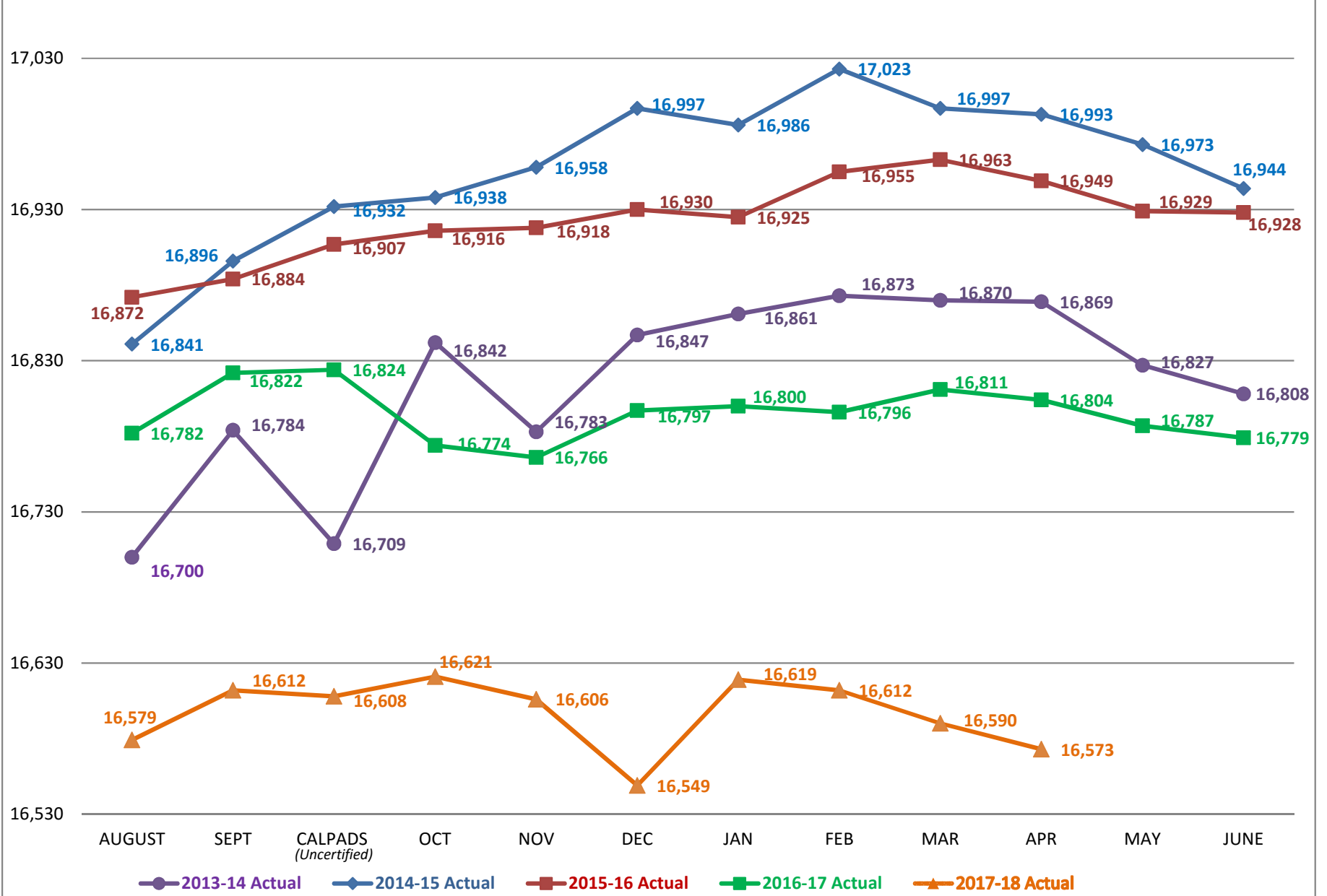
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals (1 page)

Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Robin I Freeman

Date of Meeting: 5/16/18

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval – Use of Amplify Supplemental NGSS Instructional Material (Freeman/West)

The research based, NGSS aligned, K-8 curriculum is designed by UC Berkeley’s Lawrence Hall of Science to teach Next Generation Science Standards. It supports phenomena based instruction engaging students in science standards integrated with Common Core State Standards for Math and Language Arts. The three-tier unit assessment system provides the tools to differentiate and personalize instruction to individual learner needs. The seamless integration of technology and student iPads devices also allows teachers to monitor learning progressions helping to ensure success for all students including those who are English learners. All students are inspired to read, write and argue like scientists to gain a better understanding of the world, as they gain skills needed to master the Next Generation Science Standards. The Amplify Science core curriculum instructional materials is recommended for use in the middle school classrooms as supplemental materials.

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of MSAP that the Board of Trustees approve this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 16, 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 1st Reading _____ 2nd Reading _____

Approval to Set Date for Notice of 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. It is recommended that the Public Hearing be scheduled for the June 6, 2018 Board meeting.

Pursuant to the provisions of Government Code Section 3547, OEA and the District are submitting their 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.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule June 6, 2018 for the Public Hearing for OEA and the District’s proposals.

- ADDITIONAL MATERIAL(S):**
- Letter to Board of Trustees President dated 5/3/18
 - Letter to OEA Bargaining Chair dated 5/1/18
 - District’s Initial Bargaining Proposals to OEA for 2018-19
 - Letter dated 5/1/18 from OEA Bargaining Chair to District, including OEA 2018-19 Proposals



OXNARD SCHOOL DISTRICT

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

May 3, 2018

Debra M. Cordes
President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

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

Dear President Cordes,

In accordance with Article 28, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association ("OEA") and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

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

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article 28, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2018 or March 15 of any successive year, and no later than April 15, 2018 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



DR. JESUS VACA

Assistant Superintendent

Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

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

May 1, 2018

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

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

Dear Ms. Carrillo,

In accordance with Article XXVIII, Term of the Agreement, of the current collective bargaining agreement between the Oxnard Educators Association (OEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2018-2019 school year and any additional years as may be mutually agreed upon by the parties.

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

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

The District is requesting to negotiate Article VII (Transfers and Reassignments), Article IX (Evaluation), Article XIX (Salaries), Article XX (Employee Benefits), Article XXVIII (Term of Agreement), and any other issues mutually agreed upon by the parties at the time of negotiations.

Pursuant to Article XXVIII, Term of Agreement, in the current OEA bargaining agreement, no sooner than March 15, 2017 or March 15 of any successive year, and no later than April 15, 2017 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement.

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Rights Act. Upon completion of the public notice provisions, the district looks forward to initiating a good faith bargaining effort with OEA.

Sincerely,



DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

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**

OSD BOARD AGENDA ITEM

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

Date of Meeting: **05/16/2018**

- 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 1st Reading _____ 2nd Reading X

2017-2018 3rd Quarter Williams VCOE Activity Report (Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with Deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education’s Williams Related visits and activities completed during the 3rd quarter of fiscal year 2017-2018.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2017-2018 3rd Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIAL:

- Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE (one page)
- VCOE Williams Activity Report for the 3rd Quarter, Fiscal Year 2017-2018 (one page)



STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

Date: April 9, 2018

To: District Superintendents

APR 12 2018

From: Paula R. Driscoll, Executive Director
School Business and Advisory Services

PRD

Subject: 2017-18 3rd Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 3rd quarter of fiscal year 2017-18. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. In addition, we are finishing our reviews of the annual audits for fiscal year 2016-17 to determine if any findings relate to Williams issues. We have also begun our review of the annual school accountability report cards. The results of these reviews will be included in our annual Williams report at the end of the fiscal year, to be made available in November 2018.

If you have any questions or comments about the Williams Settlements or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantoath, County Superintendent
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 3rd Quarter
Fiscal Year 2017-18

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to insure that all students have access to sufficient textbooks and/or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2017-18 school year, County Office of Education inspectors visited all “Williams” schools to determine if sufficient textbooks and/or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits were summarized in the 1st Quarter Williams Activity Report published in October 2017. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that school facility conditions do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school’s school accountability report card to verify that known Williams related issues are correctly reported.

The results of these reviews will be published in our annual Williams report in November of 2018.

If you have any questions about the Williams Settlement process or the information contained in this 3rd Quarter Williams Activity Report, please call Paula Driscoll, Executive Director, School Business and Advisory Services, at 805-383-1981.

OSD BOARD AGENDA ITEM

Name of Contributor: **Steve Bailey**

Date of Meeting: **May 16, 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 1st Reading _____ 2nd Reading _____

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

Establish

a seven hour, 183 day Health Care Technician position number 8796 to be established in the Special Education department. This position will be established to provide support.

Abolish

The following positions are vacant and will be abolished due to the lack of work:

- a five and a half hour 183 day Paraeducator I position number 7329
- an eight hour 246 day Office Assistant III position number 1875
- an eight hour 246 day Office Assistant III position number 1809
- a four hour 246 day Custodian position number 1190
- an eight hour 180 day Bus Driver position number 6729
- an eight hour 246 day Migrant Education Recruiter position number 7101
- a four and a half hour 210 day Warehouse Worker/Deliver Driver position number 7818
- an eight hour 246 day Energy Management Technician position number 7586
- a four hour 185 day Child Nutrition Worker position number 2178
- a five hour 185 day Child Nutrition Worker position number 268
- an eight hour 180 day Family Liaison position number 7189
- a five hour 183 day Paraeducator III position number 6068
- a five hour 183 day Paraeducator III position number 6069
- a five hour 183 day Paraeducator III position number 6070
- a five hour 183 day Paraeducator III position number 6071
- a five hour 183 day Paraeducator III position number 6072
- a five hour 183 day Paraeducator III position number 6073
- a five hour 183 day Paraeducator III position number 6075
- a five hour 183 day Paraeducator III position number 8545
- a five hour 183 day Paraeducator III position number 8682

a five hour 183 day Paraeducator III position number 8039
a five hour 183 day Paraeducator II position number 2109
a five hour 183 day Paraeducator II position number 1049
a five hour 183 day Paraeducator II position number 2205
a five hour 183 day Paraeducator II position number 8535
a five hour and forty five minute 183 day Paraeducator II position number 2760
a five hour and forty five minute 183 day Paraeducator II position number 6773
a five hour and forty five minute 183 day Paraeducator II position number 8040
a five hour and forty five minute hour 183 day Paraeducator II position number 8558

Increase

a five hour 183 day Paraeducator III position number 6068 to be increased to 5.75 hours in the Special Education department. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Health Care Technician - \$59,514 Special Education
Savings for Para I - \$24,837 Special Education
Savings for Office Assistant III - \$68,578 General
Savings for Office Assistant III - \$68,578 General
Savings for Custodian - \$26,565 General
Savings for Bus Driver - \$60,018 General
Savings for Migrant Ed Recruiter - \$71,126 General
Savings for Warehouse Worker/Delivery Driver - \$26,726 General 50% and Child Nutrition 50%
Savings for Energy Management - \$86,241 Maintenance
Savings for Child Nutrition Worker - \$16,976 Child Nutrition
Savings for Child Nutrition Worker - \$21,213 Child Nutrition
Savings for Family Liaison - \$65,351 Special Education
Savings for 10 Paraeducator III - \$235,730 Special Education
Saving for 8 Paraeducator II - \$199,070 Special Education
Cost for Paraeducator III – \$3,641 Special Education

RECOMMENDATION:

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

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Steve Bailey**

Date of Meeting: **May 16, 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 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Bailey)

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

ADDITIONAL MATERIAL:

Classified Personnel Actions (two pages)
Certificated Personnel Actions (two pages)

CLASSIFIED PERSONNEL ACTIONS

May 16, 2018

New Hire

Escobedo, Sonia	Paraeducator II, Position #8603 Special Education 5.75 hrs./183 days	04/23/2018
Guerrero-Espinosa, Edna	School Occupational Therapist, Position #8496 Special Education 8.0 hrs./203 days	05/14/2018
Hernandez, Steven	Paraeducator III, Position #2608 Special Education 5.75 hrs./183 days	05/07/2018
Lechuga, Corinna	Health Care Technician, Position #8775 San Miguel 6.0 hrs./183 days	05/14/2018

Limited Term

Arevalo, Vanessa	Clerical	03/01/2018
Arias, Fabiola G	Clerical	04/09/2018
Cahue, Marisol M	Clerical	04/09/2018
Chavez, Michael A	Child Nutrition Worker	04/12/2018
Garcia, David A	Paraeducator	04/30/2018
Garcia, Lizette	Paraeducator	4/25/2018
Hernandez, Alejandra	Clerical	04/09/2018
Leon, Yolanda	Clerical	04/09/2018
McCoy, Tricia L	Paraeducator	04/27/2018
Paul, Aira	Child Nutrition Worker	04/09/2018
Reyes Peluzzo, Paola E	Paraeducator	04/17/2018
Serrato, Diana	Clerical	04/09/2018
Zendejas, Yvette M	Paraeducator	04/16/2018

Exempt

Chavez, Bertha	Campus Assistant	04/09/2018
Cortez, Paola	Campus Assistant	03/01/2018
Solis, Jaasiel	Campus Assistant	04/23/2018
Torres, Eduardo	Campus Assistant	04/04/2018

Extended Leave of Absence

Carrisoza, Angelina	Child Nutrition Worker, Position #1588 Lemonwood 5.5 hrs./185 days	06/19/2018
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Unpaid Leave of Absence

Jimenez, Claudia	Outreach Specialist (B), Position #2200 Kamala 8.0 hrs./180 days	04/29/2018-5/3/2018
Thompson, Ranesha L	Paraeducator III, Position #2396 Special Education 8.0 hrs./180 days	01/23/2018-6/18/18 Tuesdays & Thursdays

Resignation

Estrada, Brenda G	Outreach Specialist (B), Position #6076 Frank 8.0 hrs./180 days	05/18/2018
Razo, Rudy	Site Technology Technician, Position #2950 Fremont 8.0 hrs./246 days	04/27/2018

Deceased

Ramirez, Erendira	Preschool Assistant (B), Position #6361	04/19/2018
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Retirement

Beppu, Miyoko	Child Nutrition Worker, Position #81	06/19/2018
Born, Cecilia B	Preschool Assistant (B), Position #2894	04/27/2018
Castellon, Ofelia A	Child Nutrition Worker, Position #1330	06/18/2018
Gonzalez, Maria Irene	Administrative Assistant (B), Position #5422	06/29/2018
Herrera, Elaine	Clerical Assistant, Position #1038	06/14/2018
Iwamoto, Yoshiko	Child Nutrition Worker, Position #783	07/15/2018
Lozano, Maria A.	Child Nutrition Worker, Position #2214	04/28/2018

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

Valencia, Valerie	Teacher, SPED M/M	08/14/2018
Chiles, De'Shawna	Substitute Teacher	2017/2018 School Year
Mederos, Guillermo	Substitute Teacher	2017/2018 School Year

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

Perfino, David	Chavez	04/25/2018
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Retirement

Alexander, Ariel	Teacher	June 15, 2018
Batra, Madhu	Teacher	June 2018
Beardsley, Lori	Teacher, LA	June 30, 2018
Beatty, Gerald C	Teacher	June 15, 2018
Bowe, Mathew	Teacher	June 2018
Braziel, Lorelei	Teacher	June 2018
Castro, Mirna	Teacher	June 2018
Christiansen, Sharon	Teacher	June 15, 2018
Decile, Beverly	Teacher	June 2018
Evans, Denise	Teacher	June 2018
Fagan-Ortiz, Andrea	Teacher	June 2018
Farrell, Jennifer	Teacher	June 2018
Figueroa, Gene	Teacher	June 2018
Flores, Laura	Teacher	June 15, 2018
Garza, Johnny	Teacher	June 15, 2018
Garza, Joy	Teacher	June 2018
Garza, Marcella	Teacher	June 2018
Gibson, Judy	Teacher	June 15, 2018
Goldowitz, Joy	Teacher	June 2018
Gutierrez, Elizabeth	Teacher	June 2018
Harris-Padron, Michele	Teacher	June 15-2018
Hunt, Ana Maria	Teacher	June 2018
Jacobs, Deborah	Teacher	June 2018
Kehr, James	Psychologist	June 15, 2018
Kelly, Peggy	Teacher	June 2018
Killgore, Darlene	Teacher	June 2018
Knowlson, Lisa	Teacher	June 2018

Leftovits, Robin	Teacher	June 2018
Lopez, Margaret	Teacher	June 15. 2018
Lord, Sara	Teacher	June 15, 2018
Manley, Charles	Teacher	June 2018
Maulhardt, Deborah	Teacher	June 2018
Means, Ruth	Teacher	June 15, 2018
Miranda, Lora	Teacher	June 2018
Mitchell, Jennifer	Teacher	June 2018
Moorehead, Fred	Teacher	June 2018
Morrow, Karen A	Teacher	June 15, 2018
O'Neill, Dawn	Teacher	June 15, 2018
Ontiveros, Diana	Teacher	June 2018
Robinson, Gayle	Teacher	June 2018
Schwenk. Tobi	Teacher	June 15, 2018
Shelton, Debra	Teacher	June 16, 2015
Siebers, Jennifer	Teacher	June 2018
Smith, Vicki	Teacher	June 2018
Somers, Thomas	Teacher	June 2018
Soria, Yolanda	Teacher	June 2018
Sullivan, Annie	Teacher	June 2018
Vazquez-Garfield, Irma	Teacher	June 2018
Vera, Eileen	Teacher	June 2018
Verharen, Susan	Teacher	June 2018
Villanueva, Kenneth	Teacher	June 2018
Yenney, Robert	Teacher	June 2018

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/16/18

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 _____ X
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Presentation and Approval of Agreement #18-05 – City of Oxnard/Oxnard Police Department – SRO Services - Cost Sharing 2018-2019 (Morales/Penanhoat)

Annually the Oxnard School District partners with the City of Oxnard/Oxnard Police Department to promote safe school environments via the support of School Resource Officers (SRO’s). In past years the services of two (2) SRO’s have been shared throughout all schools in the district. For the 2018/19 school year, the administration desires to add one (1) additional SRO position for a total of three (3) positions districtwide.

The Board of Trustees will receive a presentation regarding SRO’s and their work in Oxnard School District. Following the presentation, the Board will be asked to consider approval of Renewal Agreement #18-05 for the Oxnard School District and the City of Oxnard/Oxnard Police Department to continue to work in collaboration with supporting the children, parents, and staff at our elementary and middle school campuses. The City of Oxnard/Oxnard Police Department agrees to provide the services of three (3) School Resource Officers to support the Oxnard School District on issues surrounding safety, violence prevention and intervention.

FISCAL IMPACT:

\$405,300.00 – School Safety Funds

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #18-05 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$405,300.00.

ADDITIONAL MATERIALS:

Attached: Agreement #18-05, City of Oxnard/Oxnard Police Department (7 Pages)
PowerPoint Presentation – OPD & OSD (11 pages)

OSD AGREEMENT #18-05

Agreement No. 8247-18-PO

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2018. City and District are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SRO’s receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of three (3) School Resource Officer’s (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated

by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2018-2019 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Four Hundred and Five Thousand, Three Hundred dollars (\$405,300) (total cost for three officers) no less than thirty (30) days prior to June 30, 2019.

City shall send invoices to: Janet Penanhoat, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2019, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of

war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard School District
1051 South A Street
Oxnard, CA, 93030
Attention: Janet Penanhoat, Assistant Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
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. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

Scott Whitney, Interim City Manager

Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney, Police Chief

EXHIBIT “A”

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student’s person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student’s person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student’s person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Oxnard Police Department (OPD) & Oxnard School District (OSD)

School Resource Officer (SRO) Unit Presentation

May 16, 2018

Presented by:

Eduardo Miranda, Commander OPD

Chris Ridge, Director of Pupil Services OSD



SRO Unit – Statistics for 2017-2018

Prevention / Intervention

- Approximately 2,000 calls for service related to school campuses
- Over 2,400 parents and students were counseled by the SROs
- Approximately 150 presentations, in a variety of topics/forums
- Forty (40) school safety / lock down drills
- Participated in over 200 School Attendance Review Board hearings
- The SRO's provide a safe learning environment for approximately 42,000 (over 16,000 in OSD) students in the four school districts within Oxnard.

SRO Unit – Statistics for 2017-2018

Law Enforcement

- Approximately 250 citations
- Over 400 crime and incident reports
- 93 arrests throughout the year

**SRO Officers are encouraged to find alternative problem solving aside from arrests when dealing with juvenile behaviors, etc.*

OPD SRO - Identified Area of Need

California Healthy Kids Survey 2016-2017

Grade 5

- 78% report feeling safe at school
- 44% report being hit or pushed
- 19% report seeing a weapon at school
- 16% report alcohol/drug use sometime during lifetime

Grade 7

- 53% report feeling safe at school
- 23% report being afraid of being “beaten up”
- 18% report being in a physical fight
- 20% report seeing a weapon at school
- 10% report current alcohol/drug use

OPD SRO - Responding to the Need

- Increased presence for supervision and monitoring
- Increased access for rapid response
- Increased participation in matters of truancy
- Increased ability to mentor
- Increased positive communication/interaction with students



OPD

SRO Unit Overview – Current Reality

- Seven Officers, and one (1) Sergeant are assigned to the SRO unit
- One SRO at each of the four (4) high schools
- Two (2) SRO's assigned to cover all of the OSD schools
- Remaining SRO splits time between OSD, HSD and RSD

OPD

SRO Unit Overview – Proposed Increase

- Eight Officers, and one (1) Sergeant are assigned to the SRO unit
- One SRO at each of the four (4) high schools
- **Three (3)** SRO's assigned to cover all of the OSD schools
- Remaining SRO splits time between OSD, HSD and RSD
- **One (1) Youth Engagement Officer**

OPD SRO Unit Cost

- Total cost for one OXPD Officer is **\$180,130** (*\$135,100 @ 75%*)
- Each year the cost-sharing percentages are re-negotiated.

OPD SRO Unit Cost

2017-2018

- MOU/ Cost Sharing Agreement -
OSD agreed to cost sharing
percentage of **75% = \$263,610**

2018-2019

- MOU/ Cost Sharing Agreement -
OSD agreed to cost sharing
percentage of **75% = \$405,300**

OSD / OPD Partnership

Oxnard School District and the Oxnard Police Department work together to...

Empower All Children to Achieve Excellence



Recommendation

Approval of Agreement #18-05 – City of Oxnard/Oxnard Police Department – SRO Services - Cost Sharing 2018-2019 (Morales/Penanhoat)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: May 16, 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 _____ X

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

APPROVAL OF IMPLEMENTATION OF THE PARS SUPPLEMENTARY RETIREMENT PLAN CONTINGENT UPON ANALYSIS OF SAVINGS CALCULATION (Penanhoat)

On March 21, 2018, the Board of Trustees (Board) of the Oxnard School District approved Resolution #17-29 adopting a PARS Supplementary Retirement Plan (SRP), the District’s retirement incentive for Certificated Non-Management (OEA) and Classified Non-Management (CSEA) employees for the 2017-18 school year. At that time, it was determined that the retirement incentive would only be implemented if it benefited the district fiscally, and that an analysis of all proposed resignations would be conducted to determine whether the incentive would result in a savings to the district. If it were demonstrated that the plan would not result in a savings, the retirement incentive would be withdrawn and resignations could be rescinded. The filing period for eligible employees to submit retirement paperwork closed on May 4, 2018.

The Board will now evaluate the analysis and determine whether the SRP meets the District’s fiscal and operational objectives based on the final enrollment of the plan. If approved, all enrollments and resignations associated with the retirement incentive would be confirmed and locked in.

FISCAL IMPACT

Anticipated Savings to the General Fund of \$1.7 Million

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees review the analysis of proposed resignations and approve the implementation of the PARS Supplementary Retirement Plan.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation - Analysis of Proposed Resignations (9 pages)

SRP

Supplementary
Retirement Plan



OXNARD SCHOOL DISTRICT

PARS Supplementary Retirement Plan (SRP)
May 11, 2018

PUBLIC
AGENCY
RETIREMENT
SERVICES

PARS

TRUSTED SOLUTIONS. LASTING RESULTS.

PLAN ASSUMPTIONS

	Certificated Non-Management (OEA)	Classified Non-Management (CSEA)
Eligibility Requirements	Age 55 , 5 Years of Service; or Age 50 , 30 Years of Service	Age 50 , 5 Years of Service
Benefit Level	60% of Final Pay	
Replacement Salaries	\$57,426 <i>Based on PARS New Hire Study (3 year)</i>	Replace @ 82.25% <i>Replace at Step 1</i> <i>*Excluding Longevity</i>
Health Care Costs	Active: \$14,861 Retired: \$16,644	Active: \$13,597 Retired: \$28,812
STRS/PERS Retirement Plan Costs	STRS: 2018-19 16.280% 2019-20 18.130% 2020-21 19.100%	PERS: 2018-19 18.062% 2019-20 20.800% 2020-21 23.500%
PARS Plan Funding	5-Year Annuity purchased through Pacific Life Insurance	

PROJECTED VS. ACTUAL RETIREMENTS

Projected Retirements (as of October 16, 2017)			
	# of Eligible Employees	Proj. Retirements with PARS SRP	Percentage Retirements
Certificated Non-Management	169	35	20.71%
Classified Non-Management	267	25	9.36%

Actual Retirements (As of May 10, 2018)			
	# of Eligible Employees	Retirements with PARS SRP	Percentage Retirements
Certificated Non-Management	162	51	31.48%
Classified Non-Management	256	41	16.02%

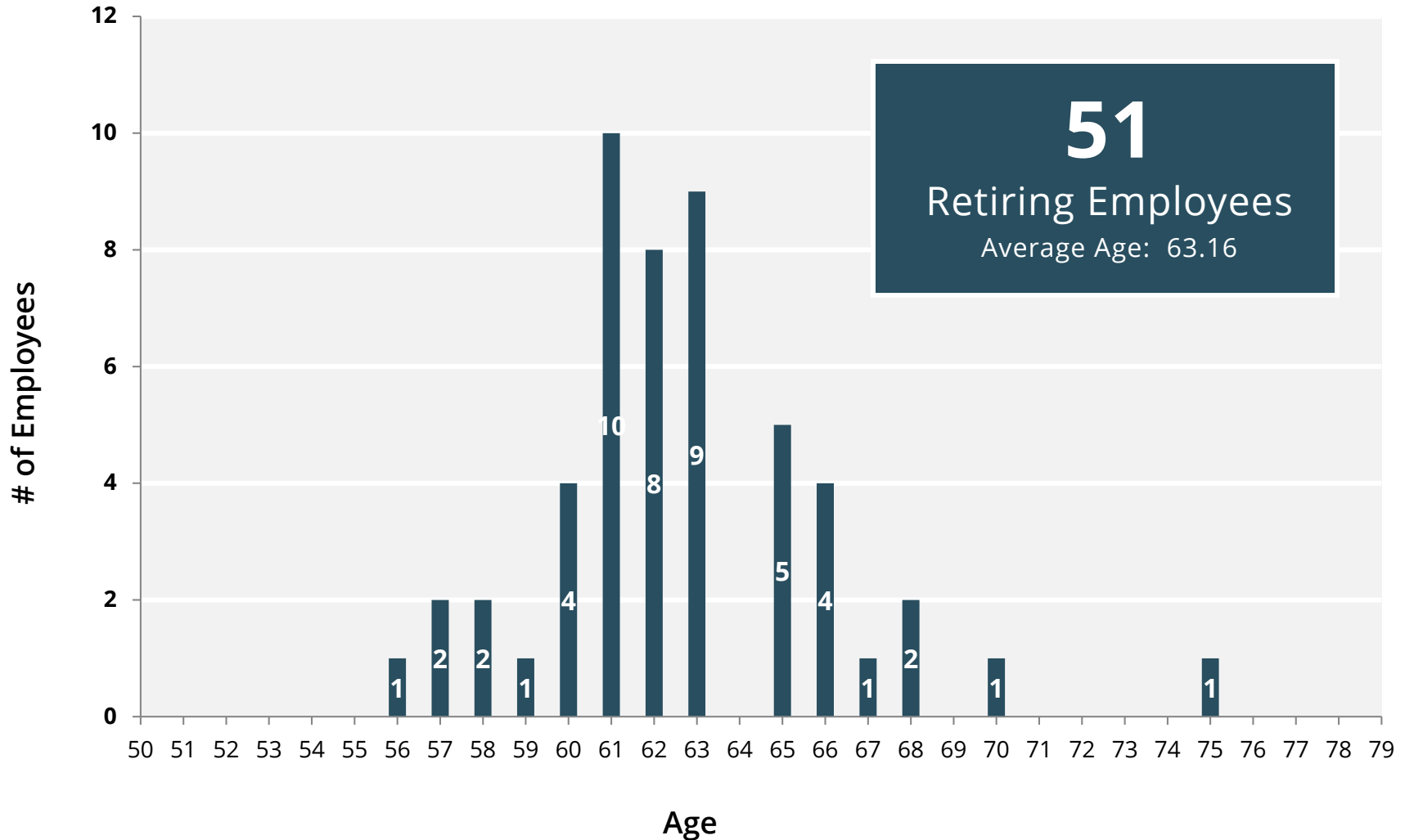


FISCAL SUMMARY OF SAVINGS

	Non-Replace PARS	Proj. Savings in Year 1	Proj. Savings over 3 Years	Proj. Savings over 5 Years
Certificated Non-Management	7.00	\$764,301	\$1,793,994	\$2,427,866
Classified Non-Management	5.00	(\$33,807)	(\$278,392)	(\$710,348)
TOTAL	12.00	\$730,494	\$1,515,602	\$1,717,518

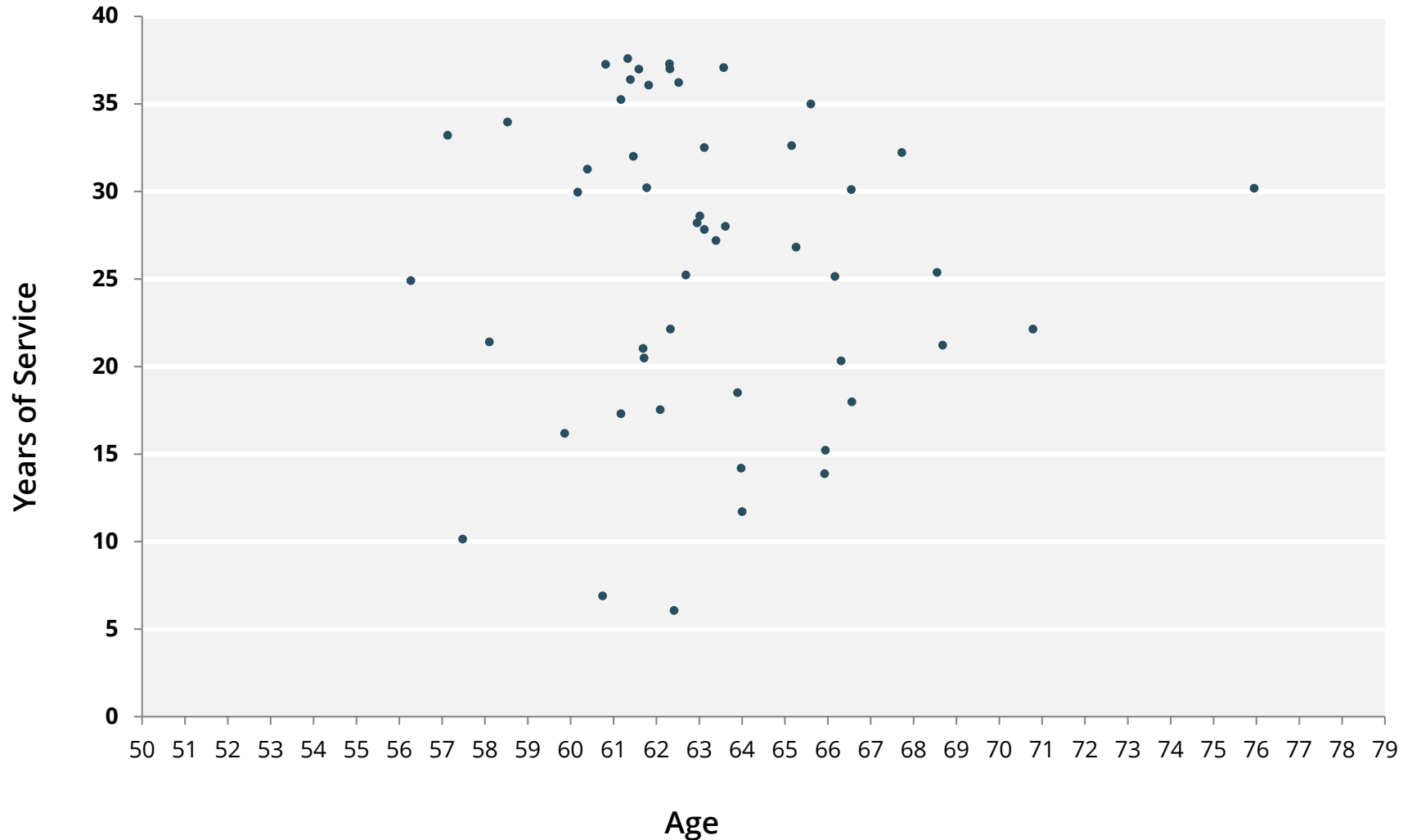
RETIREE DEMOGRAPHICS

CERTIFICATED NON-MANAGEMENT (OEA)



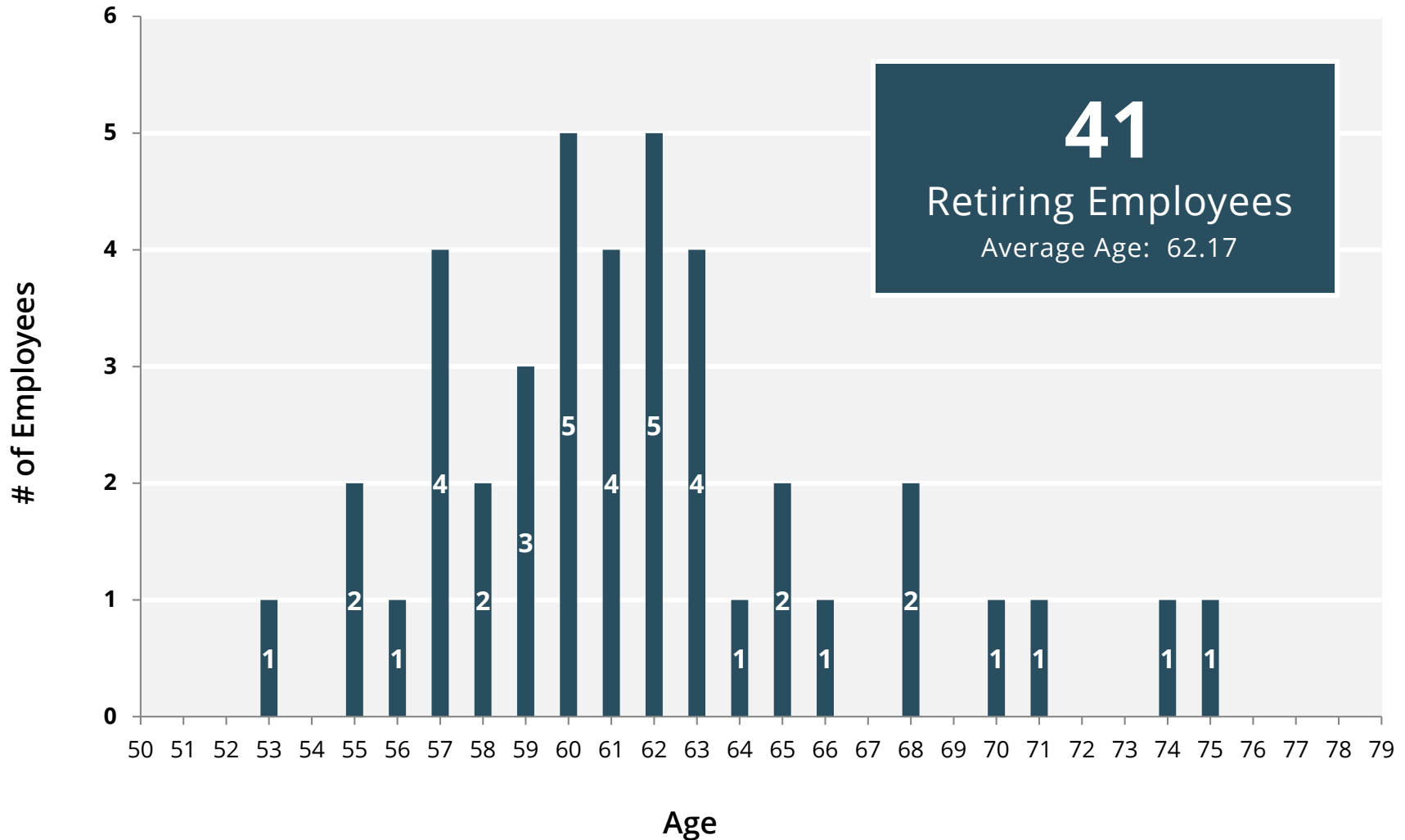
RETIREE DEMOGRAPHICS

CERTIFICATED NON-MANAGEMENT (OEA)



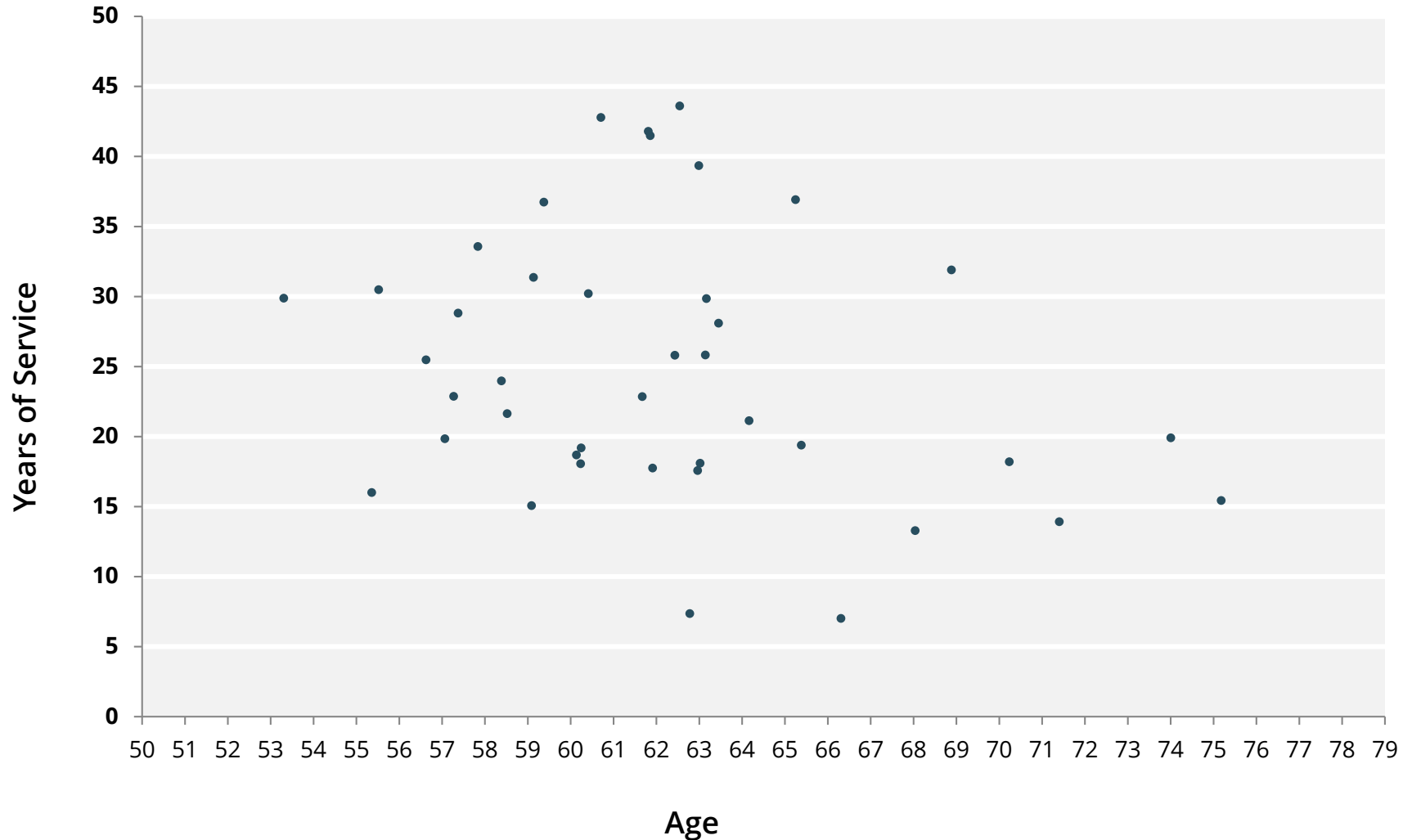
RETIREE DEMOGRAPHICS

CLASSIFIED NON-MANAGEMENT (CSEA)



RETIREE DEMOGRAPHICS

CLASSIFIED NON-MANAGEMENT (CSEA)



ANY
QUESTIONS
?

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: 5-16-18

- 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 1st Reading 2nd Reading

Consideration and Approval of Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2018 (Dr. Morales)

Pursuant to Election Code Section 1302(b) and Education Code Section 5340, a consolidated election is required to be held for Governing Board Members whose terms expire on the first Friday in December 2018. The County Superintendent of Schools’ has adopted Resolution No. 18-01, which consolidates your Governing Board Member Election with all other elections, held in the district on November 6, 2018. It is recommended that the Board of Trustees consider and adopt Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2018.

FISCAL IMPACT: None.

RECOMMENDATION:

It is recommended that the Board of Trustees consider and adopt Resolution #17-43 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Elections, and Constituting “Specification of the Election Order” to be held on November 6, 2018.

ADDITIONAL MATERIAL:

- Oxnard School District Resolution No. 17-43
- Ventura County Superintendent of Schools Resolution No. 18-01

Resolution #17-43
Resolution of the Oxnard School District
Ordering a Regular Governing Board Member Election,
Ordering Consolidation with Other Elections, and
Constituting “Specification of the Election Order”
to be held on November 6, 2018

WHEREAS, The Oxnard School District has complied with the requirements of Election Code Section 1302(b); and

WHEREAS, The Oxnard School District, pursuant to Election Code Section 1302(b), is required to hold the election of Governing Board Members on the same day upon which the statewide General Election is held; and

WHEREAS, Pursuant to Election Code Section 1302(b) and Education Code Section 5302, the Ventura County Superintendent of Schools has called a Regular Governing Board Member Election to be held in this District on November 6, 2018; and

WHEREAS, Pursuant to Section 5340 of the Education Code, School District Governing Board Member Elections of two or more districts of any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5342, School District elections may be consolidated by the officer conducting the election with elections held by certain other political subdivisions on the same day and in territory which is the same or partially the same, upon receipt of resolutions from two or more political subdivisions whose boundaries are totally or partially the same territory calling elections to be held on the same day; and

WHEREAS, Pursuant to Education Code Section 5322, whenever an election is ordered, the Governing Board of the district shall, not less than 123 days prior to the date set for the election, by resolution delivered to the County Superintendent of Schools and the officer conducting the election, specify the date of the election, the purpose of the election, the authority for ordering the election, the authority for the specifications of the election order, and the signature of the officer or the Clerk of the Board by law authorized to make the designations therein contained; and

WHEREAS, Pursuant to Education Code Section 5016, the Governing Board shall determine the winner by lot in the event of a tie vote.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED as follows:

1. The election shall be held on Tuesday, November 6, 2018.
2. The purpose of the election is to elect **three regular term vacancies** to the Governing Board of Oxnard School District.
3. The election shall be consolidated with elections held by certain other school districts or other political subdivisions on the same day and in territory which is the same or partially the same.
4. The election will be held and conducted in the manner prescribed in Elections Code

Section 10418.

The Clerk of the Board of Trustees shall cause a copy of this resolution to be delivered to the County Superintendent of Schools and the officer conducting the election at least 123 days prior to the election pursuant to Education Code Section 5322.

The County Superintendent of Schools shall cause a copy of this resolution to be delivered to the County Clerk at least 120 days prior to the date of the election.

The foregoing resolution was duly and regularly adopted by the Board of Trustees of the Oxnard School District this 16th day of May, 2018, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Debra M. Cordes, President
Board of Trustees of the Oxnard School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF VENTURA)

I hereby certify that the foregoing is a full, true and correct transcript of a resolution duly adopted and affirmed by a formal vote of the members of the Board of Trustees of the District named therein at a duly constituted (regular) meeting of said Board which was held on the 16th day of May, 2018, as it appears upon the minutes of the said meeting.

Ernest Morrison, Clerk
Board of Trustees of the Oxnard School District



**RESOLUTION NO. 18-01 of the
VENTURA COUNTY SUPERINTENDENT OF SCHOOLS**

**CONSOLIDATING THE COMMUNITY COLLEGE DISTRICT,
COUNTY BOARD OF EDUCATION AND
SPECIFIED SCHOOL DISTRICT BOARD MEMBER ELECTIONS
IN VENTURA COUNTY, CALIFORNIA
TO BE HELD ON TUESDAY, NOVEMBER 6, 2018**

WHEREAS, Election Code Section 1302(b) requires a Board Member election be held on November 6, 2018, in the Community College District, County Board of Education and specified School Districts in Ventura County, to fill the office of members whose terms expire on the first Friday in December next succeeding the election; and

WHEREAS, Education Code Section 5320 provides that any mandatory provisions of the Education Code requiring that an election be held is an "Order of Election"; and

WHEREAS, Education Code Section 5302 provides that when an election is ordered, the County Superintendent of Schools shall call the election; and

WHEREAS, Education Code Section 5340 specifies that when the Community College District, County Board of Education and School District Board Member elections for two or more districts or any type to be held in the same district or area on the same day shall be consolidated so that a person entitled to vote in both or all of such elections may do so at the same time and place and using the same ballot; and

WHEREAS, Pursuant to Education Code Section 5340, such consolidation of the Community College District, County Board of Education and School District Board Member elections shall be effected by the County Superintendent of Schools having jurisdiction over the elections; and


WHEREAS, The County Superintendent of Schools shall notify the Boards of the Community College, County Board of Education, and specified School Districts in writing at least 130 days prior to the date of the election that a consolidated election is required to be held.

NOW, THEREFORE, Pursuant to Education Code Section 5302, I hereby resolve, call and order Board Member elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held on November 6, 2018;.

FURTHERMORE, Pursuant to Section 10400, et seq., of the Elections Code and Section 5340 of the Education Code, I order that the elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be consolidated with any other election which may be held on the same date and involving the same territory.

FURTHERMORE, I order that the consolidated elections in the Community College District, County Board of Education and School Districts in Ventura County, as stipulated on the attached list, be held and conducted in the manner prescribed in Elections Code Section 10418.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of April, 2018.



Stanley C. Mantooth
Ventura County Superintendent of Schools

**COMMUNITY COLLEGE DISTRICT, COUNTY BOARD OF
EDUCATION AND SPECIFIED SCHOOL DISTRICT BOARD MEMBER
ELECTIONS TO BE HELD ON TUESDAY, NOVEMBER 6, 2018**

District	Elections
Briggs Elementary	(3) Regular Term Vacancies
Conejo Valley Unified	(3) Regular Term Vacancies
Fillmore Unified	(3) Regular Term Vacancies
Hueneme Elementary	(3) Regular Term Vacancies
Mesa Union Elementary	(3) Regular Term Vacancies
Moorpark Unified	(2) Regular Term Vacancies
Mupu Elementary	(2) Regular Term Vacancies
Oak Park Unified	(3) Regular Term Vacancies
Ocean View	(3) Regular Term Vacancies
Ojai Unified	(3) Regular Term Vacancies
Oxnard Elementary	(3) Regular Term Vacancies Trustee Area #2 Trustee Area #3 Trustee Area #5
Oxnard Union High School	(3) Regular Term Vacancies
Pleasant Valley Elementary	(3) Regular Term Vacancies
Rio Elementary	(3) Regular Term Vacancies
Santa Clara Elementary	(2) Regular Term Vacancies
Santa Paula Unified	(2) Regular Term Vacancies
Simi Valley Unified	(2) Regular Term Vacancies (1) Short Term Vacancy
Somis Union Elementary	(3) Regular Term Vacancies (1) Short Term Vacancy
VC Board of Education	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #4
VC Community College District	(3) Regular Term Vacancies Trustee Area #1 Trustee Area #2 Trustee Area #5

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/2/18

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 1st Reading _____ X 2nd Reading _____

Approval of Change Order No. 011 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

Change Order No. 011 provides for the Board’s consideration and approval of thirty-three (33) change orders with the following scope of work:

- PCI 0187 - Modify roof framing at Admin and Kindergarten buildings due to Mechanical systems
- PCI 0233 - Add Tyvek weather barrier at MPR Building
- PCI 0234.2 - CCD 22/24 mechanical duct stand modifications
- PCI 0236r1 - RFI 269.1 plumbing modification to comply ADA requirements
- PCI 0247 - Modify sunshade mounting
- PCI 0250 - Relocate door at 2nd floor fire riser
- PCI 0251 - Revise site lighting footing
- PCI 0252.1 - RFI 310 Add piping to MAU units

- PCI 0257 - Add Power for Elect WH - MPR RR
- PCI 0259 - RFI 180 Add Electrical to Smoke Fire Damper Previously Added
- PCI 0260 - Modify Site Lighting Anchor Bolts per CCD 026
- PCI 0261 - RFI 0138 Revise Electric Water heater in 1-138
- PCI 0262 - Extend Conduit, RFI 257
- PCI 0268.1A - Ancillary costs assoc. with MPR Sprinkler replacement
- PCI 0273.1 - RFI 317.1 Add Structural Support @ MPR High Roof
- PCI 0275 - Wausau Bench Storage Cost
- PCI 0281 - RFI 069 Add Power to EWH 1-224
- PCI 0282 - RFI 323 Add Height to Curb Along Eastern Property Line
- PCI 0284 - RFI 327 Furnish and Install Mortar Mix Plus Cementitious Deck Fill at Classroom Building
- PCI0 288 - Storm Drain Cover Modification
- PCI 0289 - Add Quarry Tile Setting Bed at Second Floor Restrooms
- PCI 0292.1 - Closers @ Site CL Fence Gates
- PCI 0295.1 - Add Exhaust Fan @ MPR Electrical Room
- PCI 0296 - Additional CMB Material in the Fire Lane
- PCI 0298 - CCD 001 Relocate Roof Access Hatch
- PCI 0299 - Additional Cost to Chlorinate MPR Building
- PCI 0300r1 - RFI 080-080.2 Added Concrete @ Stair 1 & 2
- PCI 0301A - RFI 068 Add Roof Guardrail Mounting Brackets
- PCI 0302 - RFI 159 Add Flanged Feet to Convection Ovens
- PCI 0309A - Reroute Condensate Drains
- PCI 0316 - Add Masonry Wall Cap @ Electrical Enclosure
- PCI 0317 - Reprogram FA System
- PCI 0325 - Add Emergency Eyewash at Dirty Lab Rooms 365 & 366

FISCAL IMPACT

Three Hundred Fifty-Eight Thousand One Hundred Ninety-Two Dollars and Seventy-Nine Cents (\$358,192.79) 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. 011 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order #011, Swinerton Builders (4 Pages)
- PCI's referenced above (361 Pages)
- Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 05.16.2018

CHANGE ORDER NO. 011

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

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

ARCHITECT SVA Architects, Inc.
3 MacArthur Place, Ste. 850
Santa Ana, CA 92707

CONTRACTOR:
Swinerton Builders
865 S. Figueroa St.,
Los Angeles, CA 90017
Attn: Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

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.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-010).....	\$ 1,959,486.49
ADJUSTED CONTRACT SUM.....	\$ 31,535,384.40
NET CHANGE -	\$ 358,192.79
Total Change Orders to Date: 011.....	\$ 2,317,679.28
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 011.....	\$ 31,893,577.19

Commencement Date: May 23, 2016
Original Completion Date: July 23, 2018
Original Contract Time: 791 Calendar Days
Time Extension for all Previous Change Orders: 157 Calendar Days
Time Extension for this Change Order: 0 Calendar Days
Adjusted Completion Date: February 18, 2019

Percentage (7.27%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0187 - Modify roof framing at Admin and Kindergarten buildings due to Mechanical systems				\$6998.67
2.	PCI 0233 - Add Tyvek weather barrier at MPR Building				\$8882.91
3.	PCI 0234.2 - CCD 22/24 mechanical duct stand modifications				\$73,001.40
4.	PCI 0236r1 - RFI 269.1 plumbing modification to comply ADA requirements				\$13,726.25
5.	PCI 0247 - Modify sunshade mounting				\$15,168.92
6.	PCI 0250 - Relocate door at 2nd floor fire riser				\$4237.70
7.	PCI 0251 - Revise site lighting footing				\$14,829.09
8.	PCI 0252.1 - RFI 310 Add piping to MAU units				\$24,873.63
9.	PCI 0257 - Add Power for Elect WH - MPR RR				\$3845.68
10.	PCI 0259 - RFI 180 Add Electrical to Smoke Fire Damper Previously Added				\$576.95
11.	PCI 0260 - Modify Site Lighting Anchor Bolts per CCD 026				\$2027.54
12.	PCI 0261 - RFI 0138 Revise Electric Water heater in 1-138				\$1734.16
13.	PCI 0262 - Extend Conduit, RFI 257				\$4239.41
14.	PCI 0268.1A - Ancillary costs assoc. with MPR Sprinkler replacement				\$17,588.25
15.	PCI 0273.1 - RFI 317.1 Add Structural Support @ MPR High Roof				\$8105.80
16.	PCI 0275 - Wausau Bench Storage Cost				\$272.72
17.	PCI 0281 - RFI 069 Add Power to EWH 1-224				\$1690.53

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
18.	PCI 0282 - RFI 323 Add Height to Curb Along Eastern Property Line				\$3119.27
19.	PCI 0284 - RFI 327 Furnish and Install Mortar Mix Plus Cementitious Deck Fill at Classroom Building				\$7763.25
20.	PCI 0288 - Storm Drain Cover Modification				\$1292.44
21.	PCI 0289 - Add Quarry Tile Setting Bed at Second Floor Restrooms				\$9090.67
22.	PCI 0292.1 - Closers @ Site CL Fence Gates				\$36,061.34
23.	PCI 0295.1 - Add Exhaust Fan @ MPR Electrical Room				\$14,899.53
24.	PCI 0296 - Additional CMB Material in the Fire Lane				\$35,464.45
25.	PCI 0298 - CCD 001 Relocate Roof Access Hatch				\$4172.88
26.	PCI 0299 - Additional Cost to Chlorinate MPR Building				\$4565.51
27.	PCI 0300r1 - RFI 080-080.2 Added Concrete @ Stair 1 & 2				\$6818.16
28.	PCI 0301A - RFI 068 Add Roof Guardrail Mounting Brackets				\$5830.69
29.	PCI 0302 - RFI 159 Add Flanged Feet to Convection Ovens				\$1011.72
30.	PCI 0309A - Reroute Condensate Drains				\$8393.73
31.	PCI 0316 - Add Masonry Wall Cap @ Electrical Enclosure				\$1569.27
32.	PCI 0317 - Reprogram FA System			\$756.91	
33.	PCI 0325 - Add Emergency Eyewash at Dirty Lab Rooms 365 & 366				\$15,583.36
	Totals			\$756.91	\$357,435.88

Total Change Order No. 011 \$ 358,192.79

**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 & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



November 28, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0187 ROM Modify roof framing at Administration and Kindergarten Building

Dear Mr. Burkett,

We submit our ROM to our contract for the following:

Modify roof framing, spread and add double roof trusses.

Phase	Category	Description	Subcontractor	Quote
013189	71152	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	SWINERTON BUILDERS- BIM Coordination	750.00
061000	71145	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	SANVEO INC	680.00
061000	71140	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	ABDELLATIF ENTERPRISES, INC.	3,500.00
061000	71140	Modify roof framing at Administration and Kindergarten buildings to accommodate mechanical systems	ABDELLATIF ENTERPRISES, INC.	1,500.00
			Subtotal	6,430.00
007480	71160	Subguard	1.15%	73.95
007410	71160	Builders Risk	0.6%	39.03
007420	71160	General Insurance	1.15%	74.80
007510	71160	P&P Bond	1%	50.00
991000	79999	Change Order Fee	5%	330.89
			Markup Subtotal	568.67
			PCI Total	6,998.67

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **6,998.67.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.



- » The terms (cost and schedule impact) of this change order request are subject to review and a quote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "W. Swinerton".

Date: 11/29/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



August 10, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0233 Add Tyvek weather barrier at MPR Building upper walls

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install Tyvek weather barrier behind plaster and metal siding panels at conditions where walls intersect horizontal surfaces such as lower roof areas.

Phase	Category	Description	Subcontractor	Quote
076000	71140	Furnish and install Tyvek weather barrier behind plaster and metal siding panels at conditions where walls intersect horizontal surfaces such as lower roof areas.	G.E.S. SHEET METAL, INC.	5,190.51
092900	71140	Furnish and install Tyvek weather barrier behind plaster and metal siding panels at conditions where walls intersect horizontal surfaces such as lower roof areas.	RUTHERFORD CO., INC.	2,954.00
			Subtotal	8,144.51
007480	71160	Subguard	1.15%	93.66
007410	71160	Builders Risk	0.6%	49.43
007420	71160	General Insurance	1.15%	94.74
007510	71160	P&P Bond	1%	81.45
991000	79999	Change Order Fee	5%	419.12
			Markup Subtotal	738.40
			PCI Total	8,882.91

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **8,882.91.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray
PM

Date: _____

8/10/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Rutherford Co., Inc.

2107 Crystal St.
Los Angeles, CA. 90039
Ph. (323) 666-5285
Fax (323) 665-0328

Committed to EEO & Affirmative Action
License No. 399033
E. E. O. C.

Date:
To: Swinerton Builders
Attn: Bill Gray
From: Paul Rutherford
Pages: 2

Re: Lemonwood K-8 E.S.

Extra Work Pricing:

Added Work at Upper Levels of Exterior Walls Above the Low Roof Areas at MPR Building

Add: **\$2,954.00**

See page 2 for pricing breakdown.

ADDENDUM NO. _____

RUTHERFORD INC.

SHEET NO. 2

PROJECT: Lemonwood K-B ES.

BID DATE 19

ADDRESS:

TIME: A.M. P.M.

LOCATION: Oxnard

TAKE-OFF MADE 19

ARCHITECT:

TEL.

PLAN NOS.

PLAN DATES

Added Work on Upper levels of Exterior @ MPA Building:

	QUANTITY	UNITS	COST MATERIAL PER UNIT	MATERIAL COST	LABOR AVER.	TOTAL DAYS
Remove Existing Horizontal #66 Casing Board = Add New #66 Casing Board @ Higher Elevation:	170	'	.25	43	-	8

Add Tyvek System to Upper Portions of Select Exterior Walls Above Low Roof Areas:	1,700	sq	.38	646	-	16
---	-------	----	-----	-----	---	----

	\$689.	29
	+ 75.	75
	\$751.	\$1,818

Sub. Total - \$2,569.
 + 385. (15%)
\$2,954.



G.E.S. SHEET METAL

1234567890 ST., TORONTO, CALIFORNIA 91234

G.E.S. JOB #

Date: 8/8/17

Swinerton Builders

PROJECT:

Lemonwood ES

Attn: B. Gray

Phone:

CHANGE ORDER REQUEST: 007

Fax:

Cost Breakdown for: Tyvek Wrap behind metal panels MPR

Description of work:
See cost per Swinerton C. Barbato request to supply and install Tyvek Commercial Wrap D behind metal panels at MPR building. No underlayment is currently shown on architectural drawings.

Qty	Unit	Material Description	Unit Cost	Unit		Extension
4	ea	Tyvek Commercial Wrap D 5x100'	\$189.00	ea		\$ 756.00
10	Ea	Tyvek Tape	\$22.16	ea		\$ 221.60
3	Ea	T50 Staples	\$20.00	ea		\$ 60.00
						\$ -
						\$ -
						\$ -
Material Cost						\$ 1,037.60
Sales Tax @ 9.00%						\$ 93.38
Subtotal						\$ 1,130.98
15.0% Markup						\$ 169.65
Material Total						\$ 1,300.63

Qty	Unit	Labor Description	Unit Cost	Unit		Extension
1	Hr	Detail and engineering	\$125.00	Hr		\$ 125.00
0	Hr	Shop fabrication	\$86.13	Hr		\$ -
16	Hr	Journeyman	\$86.13	Hr		\$ 1,378.08
16	Hr	Foreman	\$92.73	Hr		\$ 1,483.68
1	Hr	Supervisor	\$95.74	Hr		\$ 95.74
Labor Cost						\$ 3,082.50
15.0% Markup						\$ 462.38
Labor Total						\$ 3,544.88

Qty	Unit	Equipment Description	Unit Cost	Unit		Extension
1	Ea	Delivery Charge	\$250.00	ea		\$ 250.00
4	Ea	Zone Pay	\$75.00			\$ 300.00
						\$ -
						\$ -
						\$ -
Equip. Costs						\$ 550.00
15.0% Markup						\$ 82.50
Total Equip.						\$ 632.50

300
+1
341

(COR Originator/Title)
Johnny Reeves

NOTE: If any work is performed on this change order request, G.E.S. reserves the right to request payment for the work on its regularly scheduled monthly progress billing. If this billing is denied, a monthly interest charge of 2% will be added to the COR until an official change order is issued.

Cost Subtotal \$ 5,478.01
Adjustment -

Total COR (rounded) \$ 5,478.00

5190.51



December 1, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0234.2 CCD 022/024 Modify mechanical stands at MPR Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Modify HVAC duct stands per RFI 179 and 287. Duct stands as designed in contract documents will not support ductwork required for this building.

Phase	Category	Description	Subcontractor	Quote
017416	71110	RFI 179 and 287 modification of mechanical duct stand at MPR Building CCD #22/24	SWINERTON BUILDERS	1,728.00
051200	71140	RFI 179 modification of mechanical duct stand at MPR Building CCD #22/24	BECK STEEL, INC.	22,788.00
051200	71140	Modify HVAC duct stands per CCD 22/24 and RFI 287. Duct stands as designed in contract documents will not support ductwork required for this building.	BECK STEEL, INC.	16,381.00
075400	71140	RFI 179 and 287 modification of mechanical duct stand at MPR Building CCD #22/24	LETNER ROOFING COMPANY	4,600.00
230010	71140	RFI 179 and 287 modification of mechanical duct stand at MPR Building CCD #22/24	SHELDON MECHANICAL CORPORATION	21,452.00
			Subtotal	66,949.00
007480	71160	Subguard	1.15%	769.91
007410	71160	Builders Risk	0.6%	406.31
007420	71160	General Insurance	1.15%	778.77
007510	71160	P&P Bond	1%	652.21
991000	79999	Change Order Fee	5%	3,445.20
			Markup Subtotal	6,052.40
			PCI Total	73,001.40

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **73,001.40.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 42 calendar days..



- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

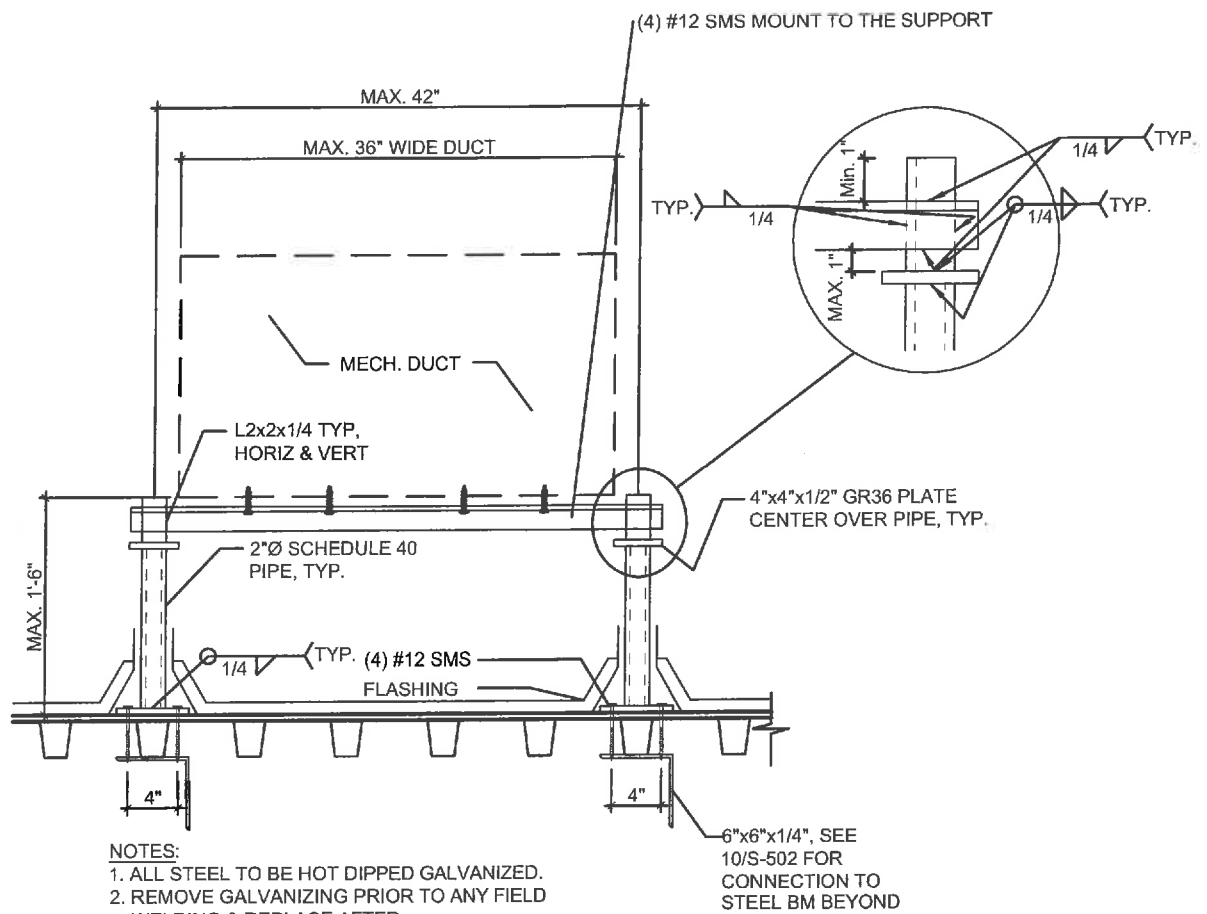
Sincerely,
Swinerton Builders

Date: 12/01/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



NOTES:

1. ALL STEEL TO BE HOT DIPPED GALVANIZED.
2. REMOVE GALVANIZING PRIOR TO ANY FIELD WELDING & REPLACE AFTER.
3. REMOVAL & PATCHING OF ROOFING PER ARCH.
4. SUPPORT POWER EXHAUST UNIT AT EACH END, MIN 4" SPACING ON EACH SIDE.

ROOF MOUNTED DUCT DETAIL AT BUILDING 2

SCALE
NONE

8



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00287

To:	SVA ARCHITECTS, INC.	RFI Date:	07/24/2017
Attention:	Tom Bardwell	Date Due:	07/24/2017
CC:	Chris Yafuso	RFI Type:	Structural
	Paul Vernier	Priority:	High
	David Chieng	Schedule/Activity ID:	
	Peter Sarkis	Document Reference:	
	Christopher Barbato	Spec Section:	
		Status:	Returned

Subject: Duct Stands at MPR Bldg.

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

RFI #179 shows a maximum height of 1'6" for the duct stands on Building 2. After field verification, the maximum height of some of our duct stands is 86" due to equipment and opening elevations. Please confirm the detail provided per RFI #179 is acceptable for us to install to.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Yes

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/17/2017

Detail is not acceptable to be used for anything higher than the maximum stated (1'-6"). Revised duct stands higher than 1'-6" will be submitted as a CCD to DSA.

ATTACHMENTS:



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026


APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, # 22	Date Submitted: 08/18/17	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (8 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: (949) 809-3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

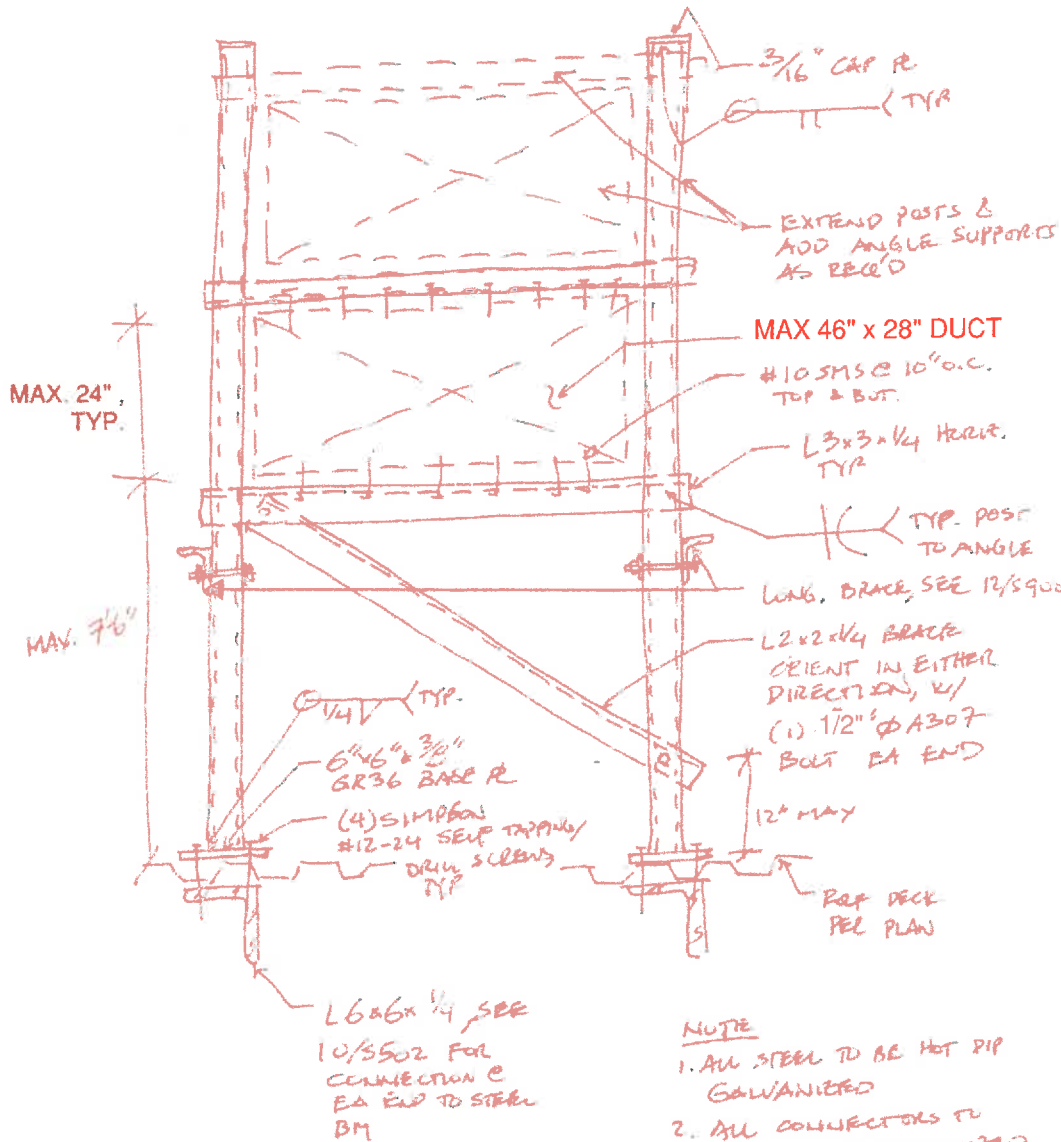
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: *Robert M. Simons*
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.
Brief description of construction change (attach additional sheets if needed): See attached SKS-1 and SKS-2 for duct supports over the steel framed MPR low roofs per coordination with contractor.
List of DSA approved drawings affected by this CCD: See attached sheets

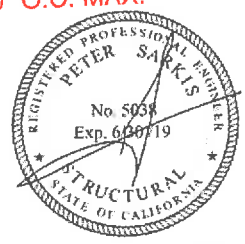
DSA USE ONLY		APPROVED chlin	
SSS _____ Date _____ Approved / Disapproved / Not Req'd	For business office use only	 DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE	DATE <u>08/24/2017</u> Appi. No: 03-116026 140 22 SSS.pdf
FLS _____ Date _____ Approved / Disapproved / Not Req'd	Date Sent _____		
ACS _____ Date _____ Approved / Disapproved / Not Req'd	Return By _____ Delivery Method _____		
Remarks _____			



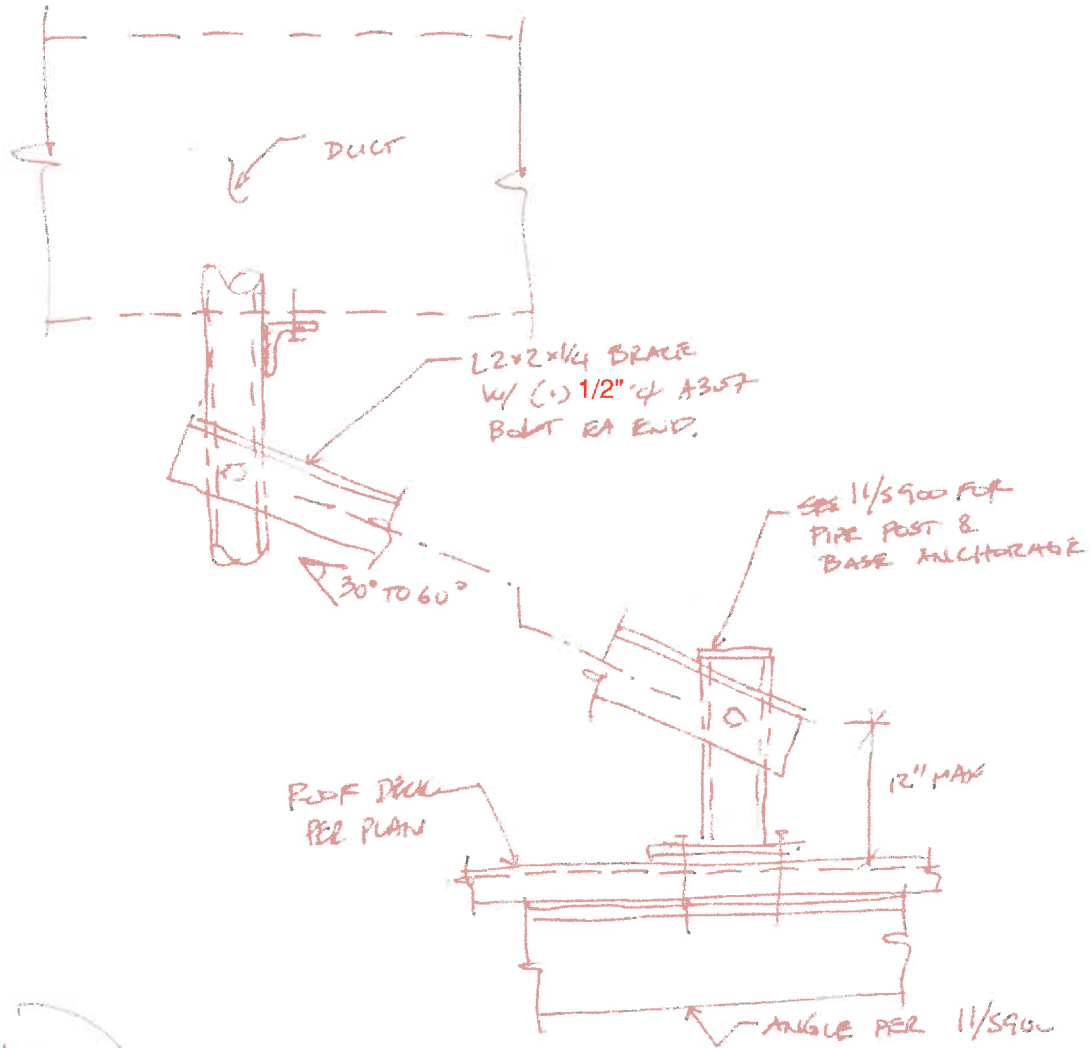
- NOTE**
1. ALL STEEL TO BE HOT DIP GALVANIZED
 2. ALL CONNECTORS TO BE HOT-DIP GALVANIZED OR STAINLESS
 3. SUPPORTS AT 10'-0" O.C. MAX.

11
S900
DUCT SUPPORT DETAIL

DSA APPROVED chiin
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 08/24/2017
 Appl. No: 03-116026 140 22 SSS.pdf



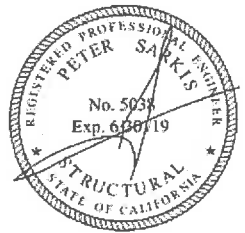
DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 11/S900	SKS #: SKS-1
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022
	PROJECT NUMBER: 1340121	DATE 03/30/2017 SCALE DRAWN BY Author



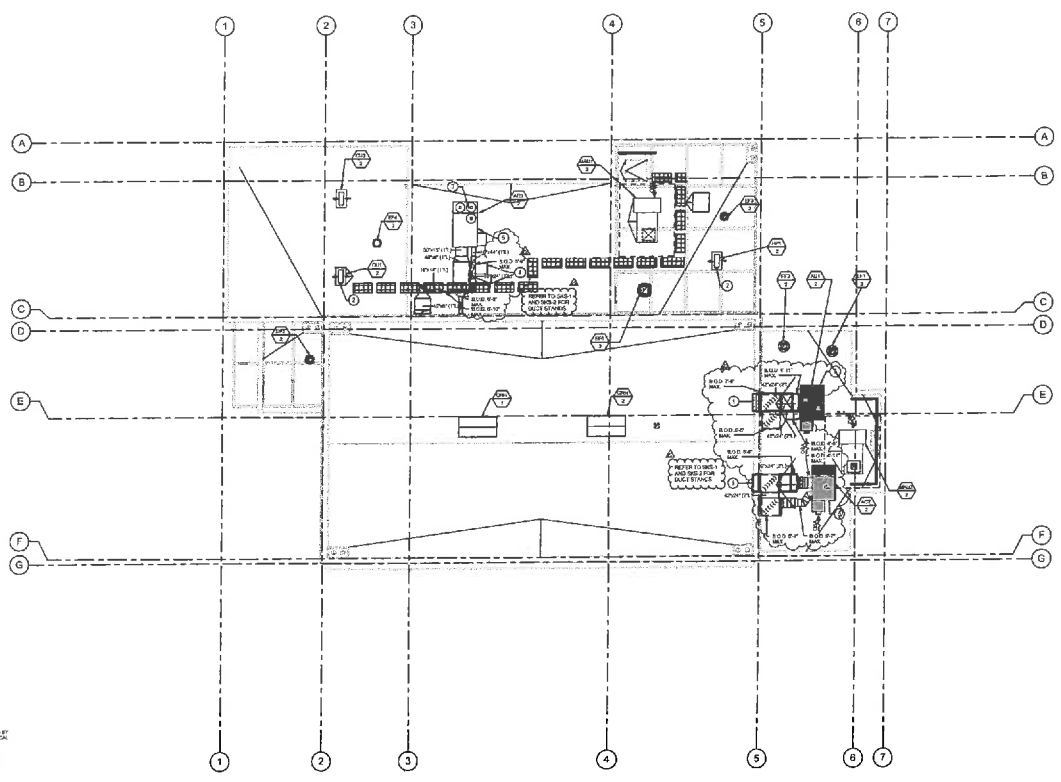
12
S900

DUCT SUPPORT DETAIL


APPROVED chlin
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 08/24/2017
 Appl. No: 03-116026_140_22_SSS.pdf



DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 12/S-900	SKS #: SKS-2
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022	DATE 03/30/2017
PROJECT NUMBER: 1340121		SCALE
		DRAWN BY Author



CONSTRUCTION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF OXNARD SPECIFICATIONS AND THE CALIFORNIA ELECTRICAL CODE.
2. CONTRACTOR SHALL VERIFY ALL WORK IS IN ACCORDANCE WITH THE CITY OF OXNARD SPECIFICATIONS AND THE CALIFORNIA ELECTRICAL CODE.
3. CONTRACTOR SHALL VERIFY ALL WORK IS IN ACCORDANCE WITH THE CITY OF OXNARD SPECIFICATIONS AND THE CALIFORNIA ELECTRICAL CODE.
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10. CONTRACTOR SHALL VERIFY ALL WORK IS IN ACCORDANCE WITH THE CITY OF OXNARD SPECIFICATIONS AND THE CALIFORNIA ELECTRICAL CODE.

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 10. CONTRACTOR SHALL VERIFY ALL WORK IS IN ACCORDANCE WITH THE CITY OF OXNARD SPECIFICATIONS AND THE CALIFORNIA ELECTRICAL CODE.

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 VALUE: \$4,000,000
 2200 Carnegie Ct., Oxnard, California



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 AS 03-118026

AC: _____
 DATE: _____

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/10/17
2	ISSUED FOR PERMIT	11/10/17
3	ISSUED FOR PERMIT	11/10/17
4	ISSUED FOR PERMIT	11/10/17
5	ISSUED FOR PERMIT	11/10/17
6	ISSUED FOR PERMIT	11/10/17
7	ISSUED FOR PERMIT	11/10/17
8	ISSUED FOR PERMIT	11/10/17
9	ISSUED FOR PERMIT	11/10/17
10	ISSUED FOR PERMIT	11/10/17

DATE REVISED: 9/26/18
 PROJECT NO: 181021
 SCALE: As indicated

SHEET NUMBER: M2-11.2
 SHEET TITLE:

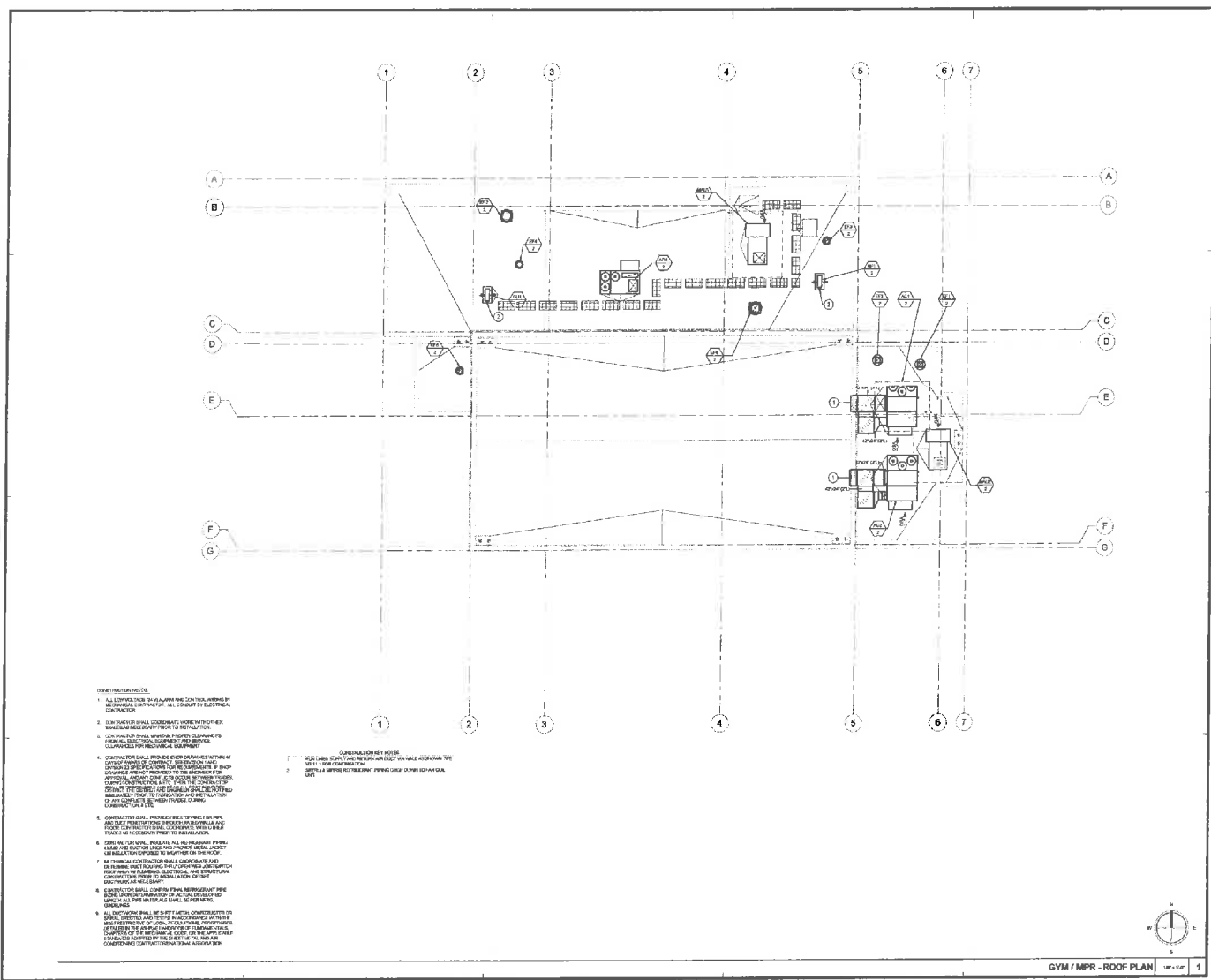
MPR - BLDG. 2 -
 MECHANICAL ROOF
 PLAN

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE: 08/24/2017
 AUTH: 0211508-Exp. 21-2024



GYM / MPR - ROOF PLAN | 1

SVA ARCHITECTS
 1000 W. OXNARD BLVD., SUITE 200
 OXNARD, CA 93030
 TEL: 805.325.1100
 WWW.SVAARCHITECTS.COM



- CONTRACT NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT, SPECIFICATIONS, AND ALL CODES BY ELECTRICAL CONTRACTOR.
 2. ALL MATERIAL SHALL BE APPROVED BY THE ARCHITECT AND THE OWNER BEFORE INSTALLATION.
 3. CONTRACTOR SHALL PROVIDE ALL NECESSARY PERMITS AND OBTAIN ALL NECESSARY APPROVALS FROM THE LOCAL AGENCIES.
 4. CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO PREVENT DAMAGE TO EXISTING WORK AND TO THE BUILDING STRUCTURE.
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 9. CONTRACTOR SHALL PROVIDE ALL NECESSARY PROTECTIVE MEASURES TO PREVENT DAMAGE TO EXISTING WORK AND TO THE BUILDING STRUCTURE.

CONSTRUCTION NOTES:

1. MECHANICAL ROOF SHALL BE CONSTRUCTED WITH 2" POLYSTYRENE INSULATION.
2. MECHANICAL ROOF SHALL BE CONSTRUCTED WITH 2" POLYSTYRENE INSULATION.

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD-K-8 RECONSTRUCTION
 PROJECT ADDRESS: 2000 Carnegie Ct., Oxnard, California



REGISTRATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 APR 03-116025
 No. 116025
 DATE: 11/15/11

REVISIONS:

NO.	DESCRIPTION	DATE

DATE SUBMITTED: 05/11/11
 PROJECT NO.: 1040121
 SCALE: As indicated

SHEET NUMBER: M2-11.2
 SHEET TITLE: MECHANICAL ROOF PLAN

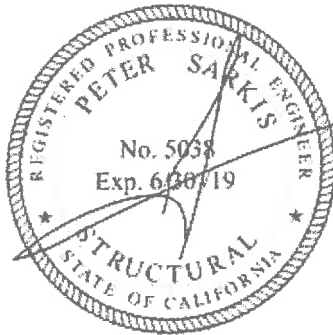
MPR - BLDG. 2 - MECHANICAL ROOF PLAN



**STRUCTURAL ENGINEERING
CCD#022**

LEMONWOOD K-8 RECONSTRUCTION

**2200 Carnegie Court
Oxnard CA 93033**



By

PETRA Structural Engineers

**Job# 2013-031
August 4, 2017**



Project: LEMONWOOD	By:	Sheet:
Client:	Date:	
Title:	Job:	

DUCT SUPPORT

MAX. 48" x 24" DUCT \approx 18 lb/ft

TRIB. LENGTH PER SUPPORT = 10'

WIND

$$q_h = 0.00256 K_z K_{zt} K_d V^2$$

$$= 0.00256 \underset{\substack{\text{EXPOSED} \\ \text{CW}}}{(0.9)(1)(0.85)} (110)^2$$

$$= 23.7 \frac{\text{pcf}}{14} = 17 \text{ psf (ALLOW.)}$$

$$P_w = 10' \times 2' \times 17$$

$$= 340 \text{ lb}$$

ECL

$$F_p = \frac{0.4 A_p S_{ds}}{(R_p / I_p)} \left(1 + 2 \frac{z}{h}\right) W_p$$

$$= \frac{0.4 (2.5) (1.285)}{(9/1)} (1+2) W_p =$$

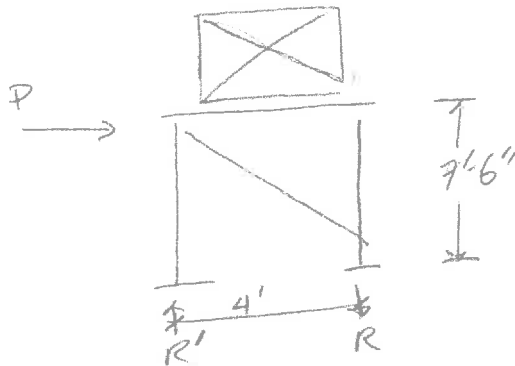
$$= 0.428 W_p \leftarrow \text{CONTROLS}$$

$$F_{p \text{ MAX}} = 1.6 S_{ds} I W_p = 2.056 W_p$$

$$F_{p \text{ MIN}} = 0.3 S_{ds} I W_p = 0.385 W_p$$

$$F_p = 77 \text{ lb}$$

TRANSV.



$$R = \frac{3410 \text{ lb} \times 7'6''}{4'} + (10' \times 18 \text{ lb/ft} / 2) = 728 \text{ lb}$$

$$R' = -548 \text{ lb}$$

$$P_{\text{BRACE}} = 722 \text{ lb}$$

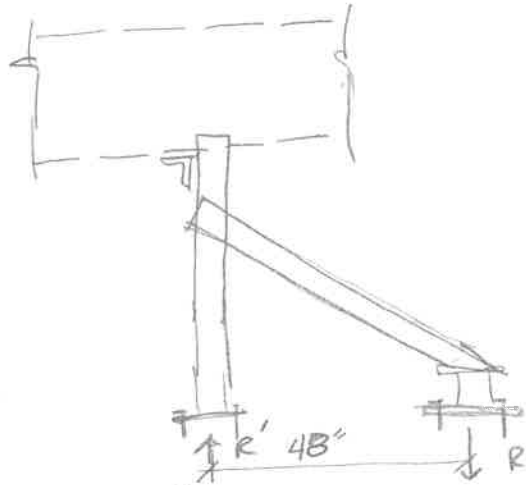
2" x 4 SCHED 40 PIPE POST

$$f_a = \frac{0.73 \text{ k}}{1.07 \text{ in}^2} = 0.68 \text{ ksi} \quad \text{OK}$$

USE L 2 x 2 x 1/4 BRACE

$$f_a = \frac{0.722 \text{ k}}{0.938 \text{ in}^2} = 0.77 \text{ ksi} \quad \text{OK}$$

LONG BRACE



$$R = \frac{77 \text{ lb} \times 7'-6''}{4'} = \pm 144 \text{ lb}$$



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #24	Date Submitted: 09/01/17	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (<u>2</u> pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: (949) 809-3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

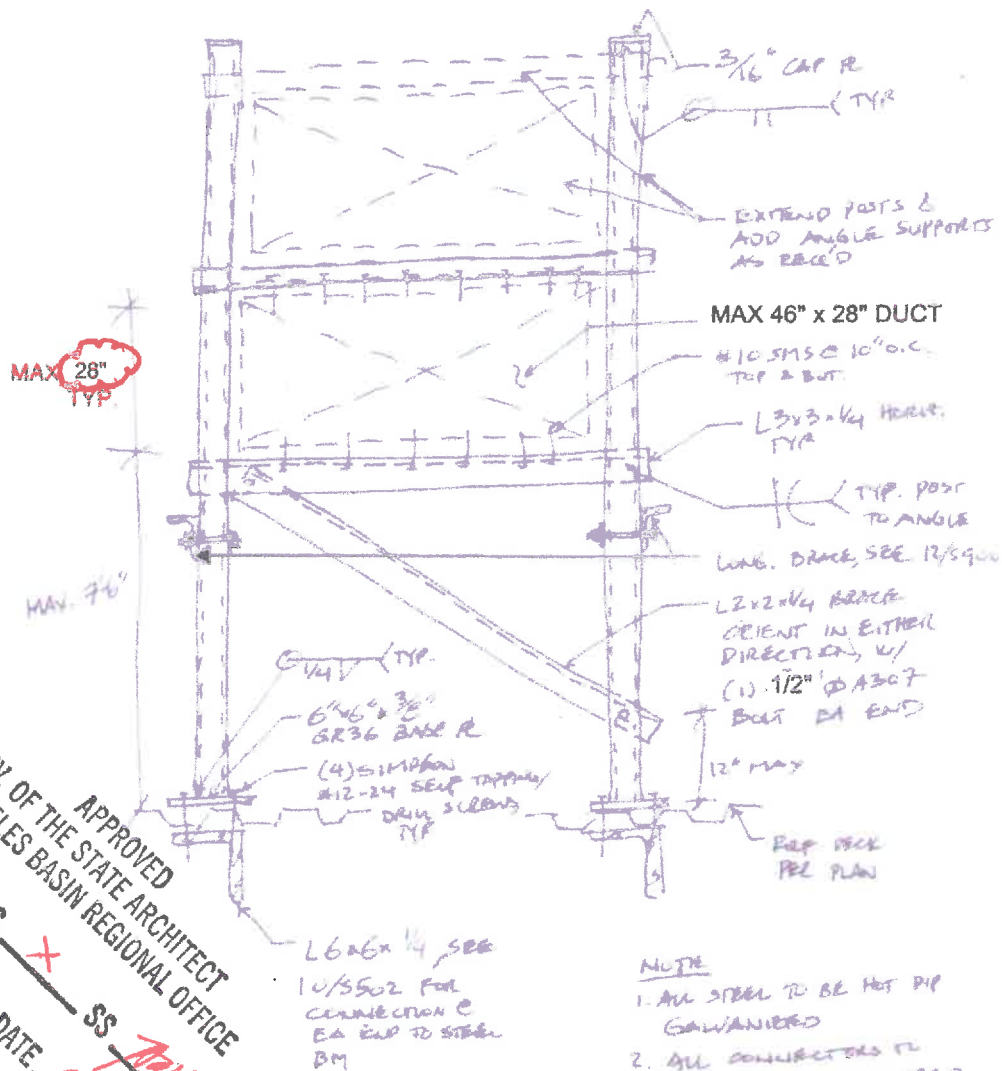
Signature: Robert M. Simons
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):
See attached SKS-1 and SKS-2 for duct supports over the steel framed MPR low roofs per coordination with contractor. This CCD is a revision to CCD 22.

List of DSA approved drawings affected by this CCD: See attached sheets APPROVED

DSA USE ONLY		DIV. OF THE STATE ARCHITECT LOS ANGELES BASIN REGIONAL OFFICE	
SSS <u>TAU/IA</u> Date <u>09/01/17</u> <input checked="" type="checkbox"/> Approved / Disapproved / Not Req'd	For business office use only	Date Sent	AC <u>X</u> F/LS <u>X</u> SS <u>TAU/IA</u>
FLS <u>X</u> Date _____ Approved / Disapproved / Not Req'd	Return By	Delivery Method	A # <u>03-116026</u> DATE <u>09/01/17</u>
ACS <u>X</u> Date _____ Approved / Disapproved / Not Req'd	Remarks: <u>REVISION DETAIL ON CCD # 22.</u>		



MAX 28\"/>

MAX 76\"/>

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES BASIN REGIONAL OFFICE

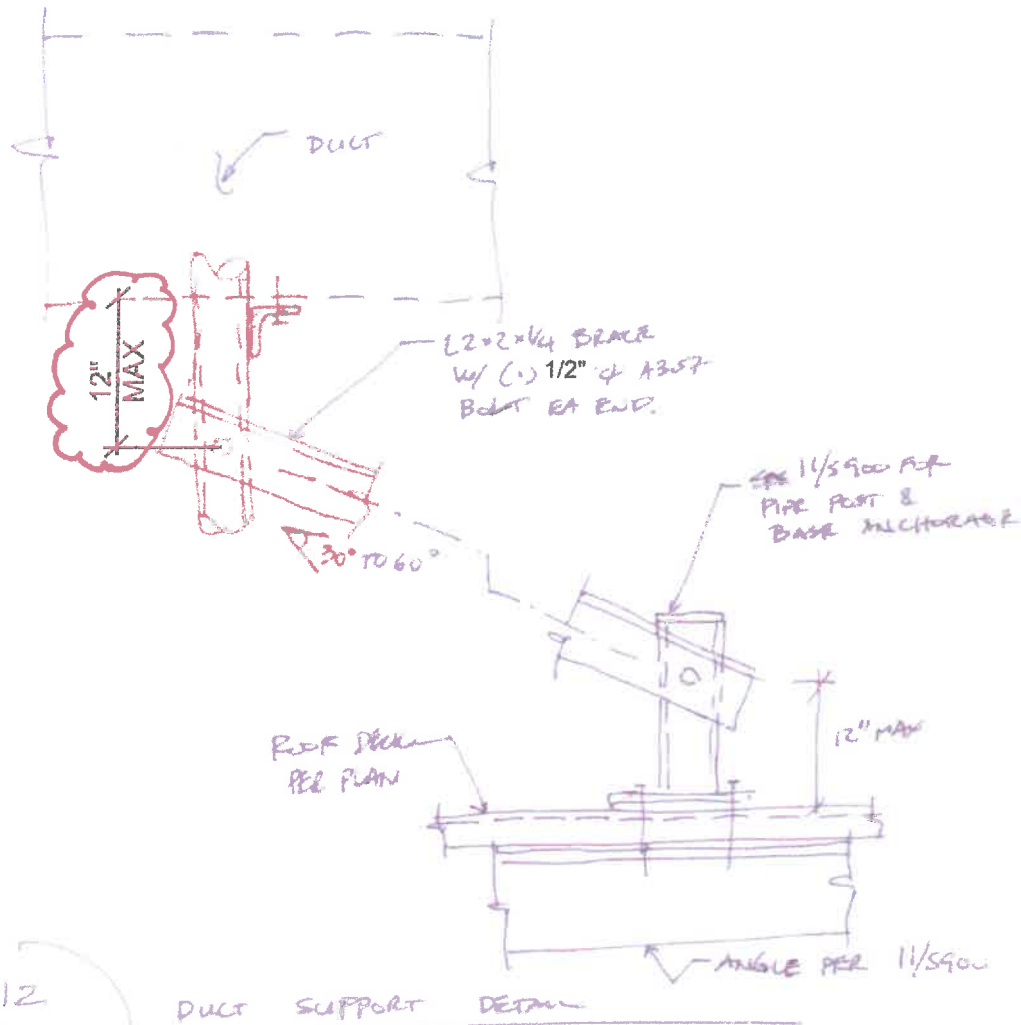
AC X F/L S X SS
 A # 03-116026 DATE 09/11/17

11
 S900

- NOTE**
1. ALL STEEL TO BE HOT DIP GALVANIZED
 2. ALL CONNECTORS TO BE HOT-DIP GALVANIZED OR STAINLESS
 3. SUPPORTS AT 10'-0" O.C. MAX.

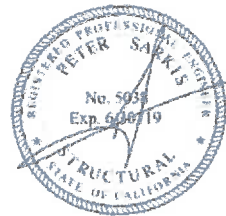


DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 11/S900	SKS #: SKS-1
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022	DATE 03/30/2017
PROJECT NUMBER: 1340121		SCALE
		DRAWN BY Author



APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES BASIN REGIONAL OFFICE

AC X F/LS X SS JAW/VA
A # 03-116026 DATE 09/01/17



DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 12/S-900	SKS #: SKS-2
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022	DATE 03/30/2017
PROJECT NUMBER: 1340121		SCALE
		DRAWN BY Author



SHELDON MECHANICAL CORPORATION

September 8, 2017

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #16 CCD #24 Building 2 Duct Stands

Dear Bill,

Attached is our itemized cost for the Duct Stands serving Units AC1-2, AC2-2 and AC3-2 per CCD #24.

This Work Excludes Furnishing or Installing 6"x6"x1/4" Angle or Flashings for Duct Stands and Removal or Patching of Roof.

Cost for SMC COR #16 is \$21,452.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38

Date	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #16

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clarita, CA 91355

DATE	PAGE
09/04/17	1
TIME	
11:11 AM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI Invoice					6,815.00
3 SUBTOTAL					6,815.00
4					
5 SALES TAX:					
6 Material Total	Line 3	6,815.00	%	9.25	630.39
7 SUBTOTAL					630.39
8					
9 DIRECT FIELD LABOR:					
10 Layout					
11 Foreman	Calc	9.00	*	116.10	1,044.90
12					
13 Install 18 Stands					
14 Foreman	Calc	45.00	*	116.10	5,224.50
15 Journeyman	Calc	45.00	*	96.85	4,358.25
16 SUBTOTAL					10,627.65
17					
18 DIRECT JOB EXPENSES:					
19 Supervision	Calc	4.00	*	116.10	464.40
20 Detailing	Calc	1.00	*	116.10	116.10
21 SUBTOTAL					580.50
22					
JOB SUBTOTAL					18,653.54
23					
24 OVERHEAD MARKUP:					
25 Flat Rate Markup	Line 23	18,653.54	%	15.00	2,798.03
26 Material	Line 3	6,815.00	%		
27 Major Quotations	Line 3	6,815.00	%		
28 Sales Tax	Line 7	630.39	%		
29 Direct Field Labor	Line 16	10,627.65	%		
30 Direct Shop Labor	Line 16	10,627.65	%		
31 Specialized Labor	Line 16	10,627.65	%		
32 Indirect Labor	Line 16	10,627.65	%		
33 Non-Productive Lbr.	Line 16	10,627.65	%		
34 Direct Job Expenses	Line 16	10,627.65	%		
35 Sub Contracts	Line 16	10,627.65	%		
36					
37 JOB TOTAL					21,451.57



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #24	Date Submitted: 09/01/17	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (2 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva architects com	Phone Number: (949) 809-3380	
Address: 3 Mac Arthur Place Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

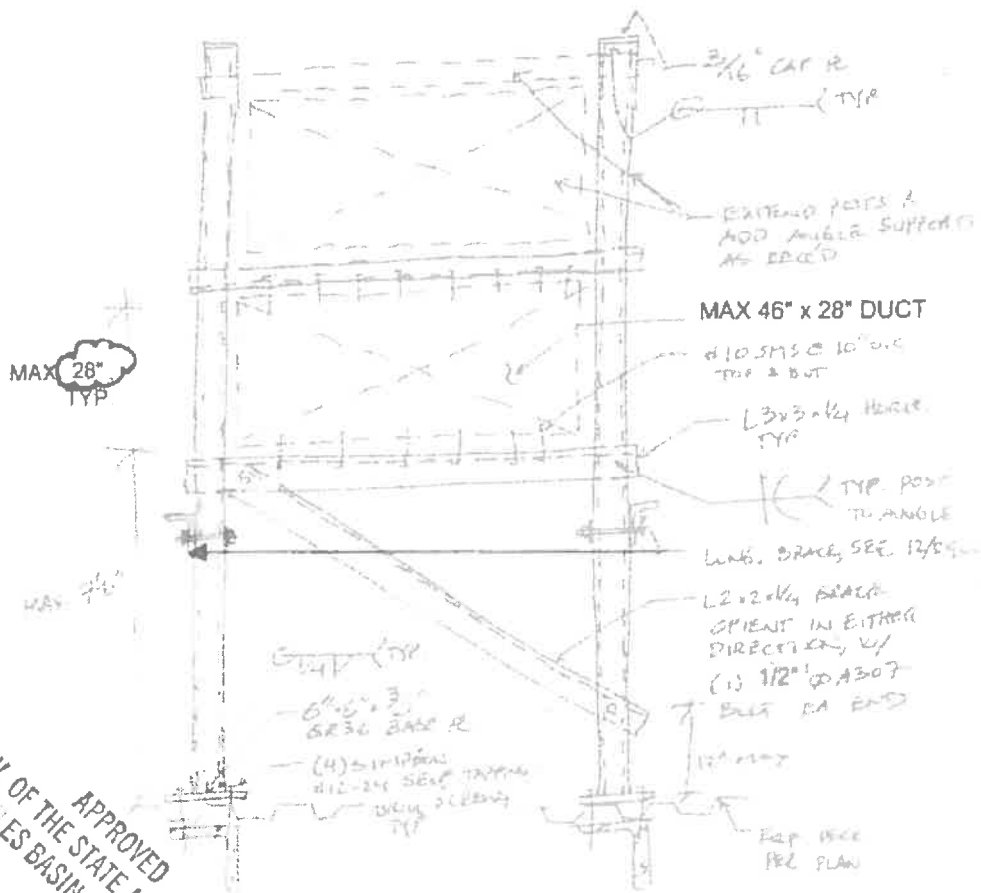
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture
Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.	
Signature: <i>Robert Simons</i>	

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.

Brief description of construction change (attach additional sheets if needed):
See attached SKS-1 and SKS-2 for duct supports over the steel framed MPR low roofs per coordination with contractor. This CCD is a revision to CCD 22.

List of DSA approved drawings affected by this CCD: See attached sheets **APPROVED**

DSA USE ONLY		DIV. OF THE STATE ARCHITECT LOS ANGELES BASIN REGIONAL OFFICE	
SSS <i>JAV/IA</i> Date <i>09/01/17</i> <input checked="" type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd	For business office use only	Date Sent	Return By
FLS <input checked="" type="checkbox"/> Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd		AC <input checked="" type="checkbox"/> F/LS <input checked="" type="checkbox"/> SS <i>JAV/IA</i>	
ACS <input checked="" type="checkbox"/> Date _____ <input type="checkbox"/> Approved / <input type="checkbox"/> Disapproved / <input type="checkbox"/> Not Req'd		A # <i>03-116026</i> DATE <i>09/01/17</i>	
Remarks: <i>REVISION DETAIL ON CCD # 22.</i>			



MAX 28\"/>

MAX 46\"/>

Ø 10 SMS Ø 10\"/>

L3x3x1/4 HANGERS\"/>

TYP. POST TO ANGLE\"/>

LINK. BRACE, SEE 12/90\"/>

L2x2x1/4 BRACE ORIENT IN EITHER DIRECTION, W/ (1) 1/2\"/>

Ø 1/2\"/>

EXP. 1500\"/>

6\"/>

Ø 3/8\"/>

(4) Ø 1/2\"/>

L6x6x1\"/>

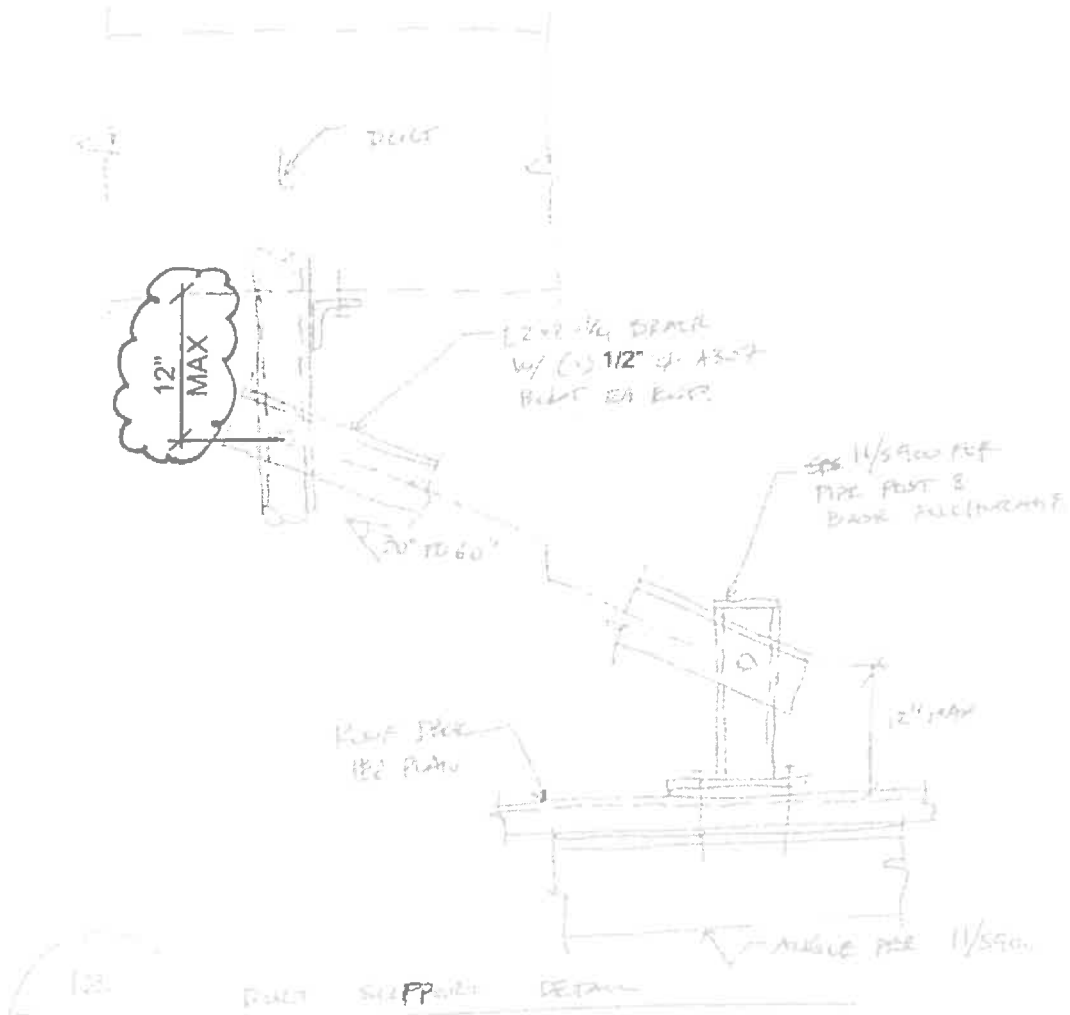
- NOTE
1. ALL STEEL TO BE HOT DIP GALVANIZED
 2. ALL CONNECTIONS TO BE HOT-DIP GALVANIZED (I.E. STANCHIONS)
 3. SUPPORTS AT 10'-0\"/>

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES BASIN REGIONAL OFFICE

AC X
 A # 03-110226
 F/L S X
 DATE 09/10/17
 SS *Arilla*

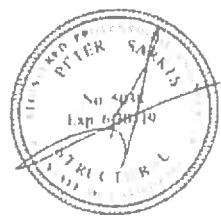


	DESCRIPTION NEW DETAIL	DRAWING REFERENCE 11/S900	SKS # SKS-1
	PROJECT NAME LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE CCD #022	DATE 03/30/2017
	PROJECT NUMBER 1340121		SCALE
			DRAWN BY Author



APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES BASIN REGIONAL OFFICE

AC X F/LS X SS JMO/LA
 A # 03-116026 DATE 09/01/17



	DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 12/S-900	SKS #: SKS-2
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022	DATE: 03/30/2017
	PROJECT NUMBER: 1343*21		SCALE:
			DRAWN BY: Author



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #22	Date Submitted: 08/18/17	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (8 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: (949) 809-3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: Ca	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

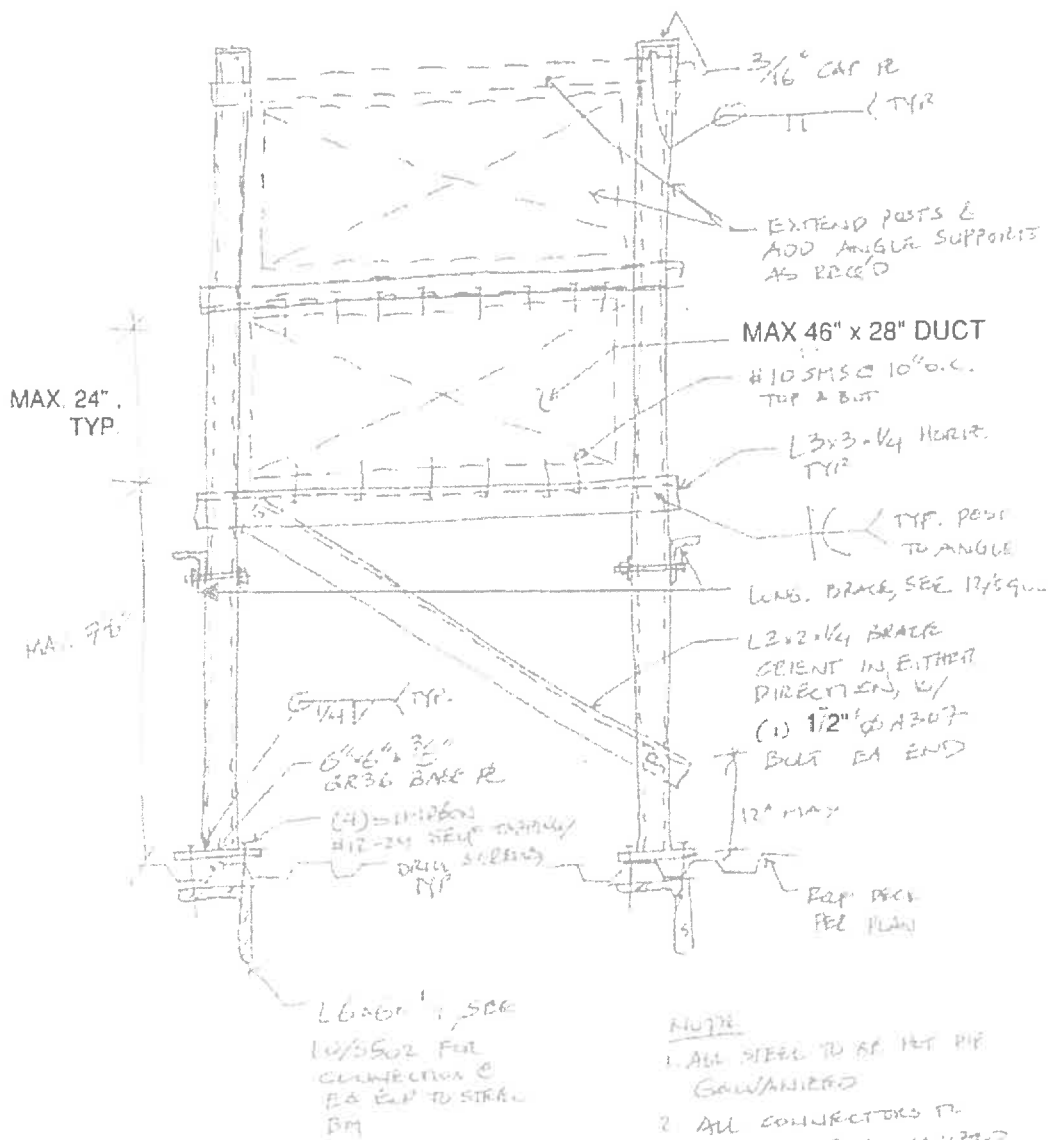
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: *Robert Simons*
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this project.
Brief description of construction change (attach additional sheets if needed): See attached SKS-1 and SKS-2 for duct supports over the steel framed MPR low roofs per coordination with contractor.
List of DSA approved drawings affected by this CCD: See attached sheets

DSA USE ONLY		A DSA APPROVED <small>ch in</small>	
SSS _____ Date _____ Approved / Disapproved / Not Req d	Date Sent _____	DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE 08/24/2017 Appl. No: 03-116026 140 22 SSS.pdf	
FLS _____ Date _____ Approved / Disapproved / Not Req d	Return By _____		
ACS _____ Date _____ Approved / Disapproved / Not Req d	Delivery Method _____		
Remarks _____			

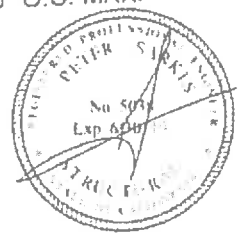


DUCT SUPPORT DETAIL

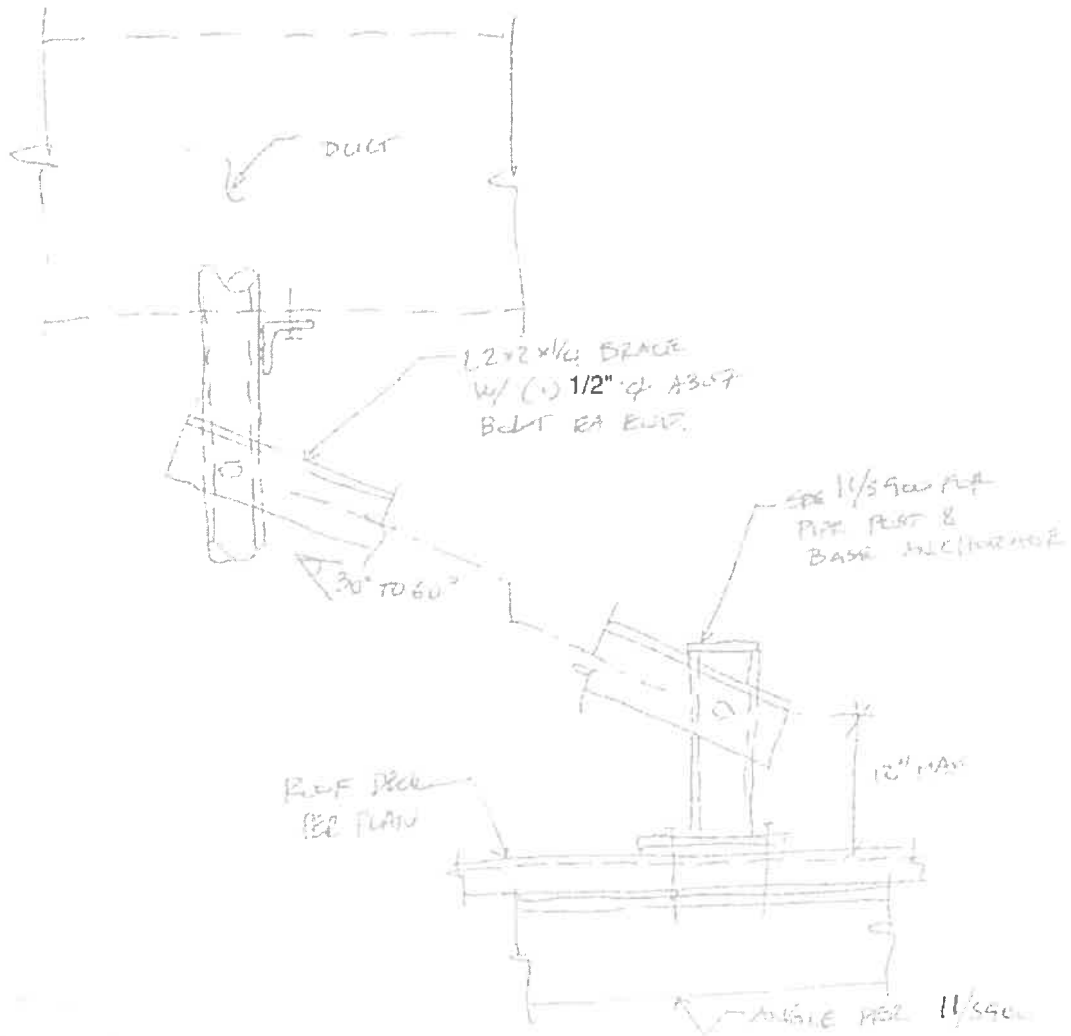
- NOTE**
1. ALL STEEL TO BE HOT DIP GALVANIZED
 2. ALL CONNECTORS TO BE HOT-DIP GALVANIZED OR STAINLESS
 3. SUPPORTS AT 10' 0" O.C. MAX.

11
S900

DSA APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 08/24/2017
 Appl No 02 11/026 141 22 555 PM



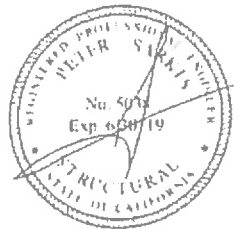
	DESCRIPTION: NEW DETAIL	DRAWING REFERENCE: 11/S900	SKS #: SKS-1
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022	DATE: 03/30/2017
	PROJECT NUMBER: 1340121		SCALE:
			DRAWN BY: Author



12
S900

DUCT SUPPORT DETAIL

DSA APPROVED
 DIV OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 08/24/2017
 Appl No 03-116026-142-22-852-00



	DESCRIPTION NEW DETAIL	DRAWING REFERENCE: 12/S-900	SKS # SKS-2
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD #022	DATE 03/30/2017
	PROJECT NUMBER: 1340121		SCALE DRAWN BY Author

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2280 CHRYSLER CL, OXNARD, CALIFORNIA



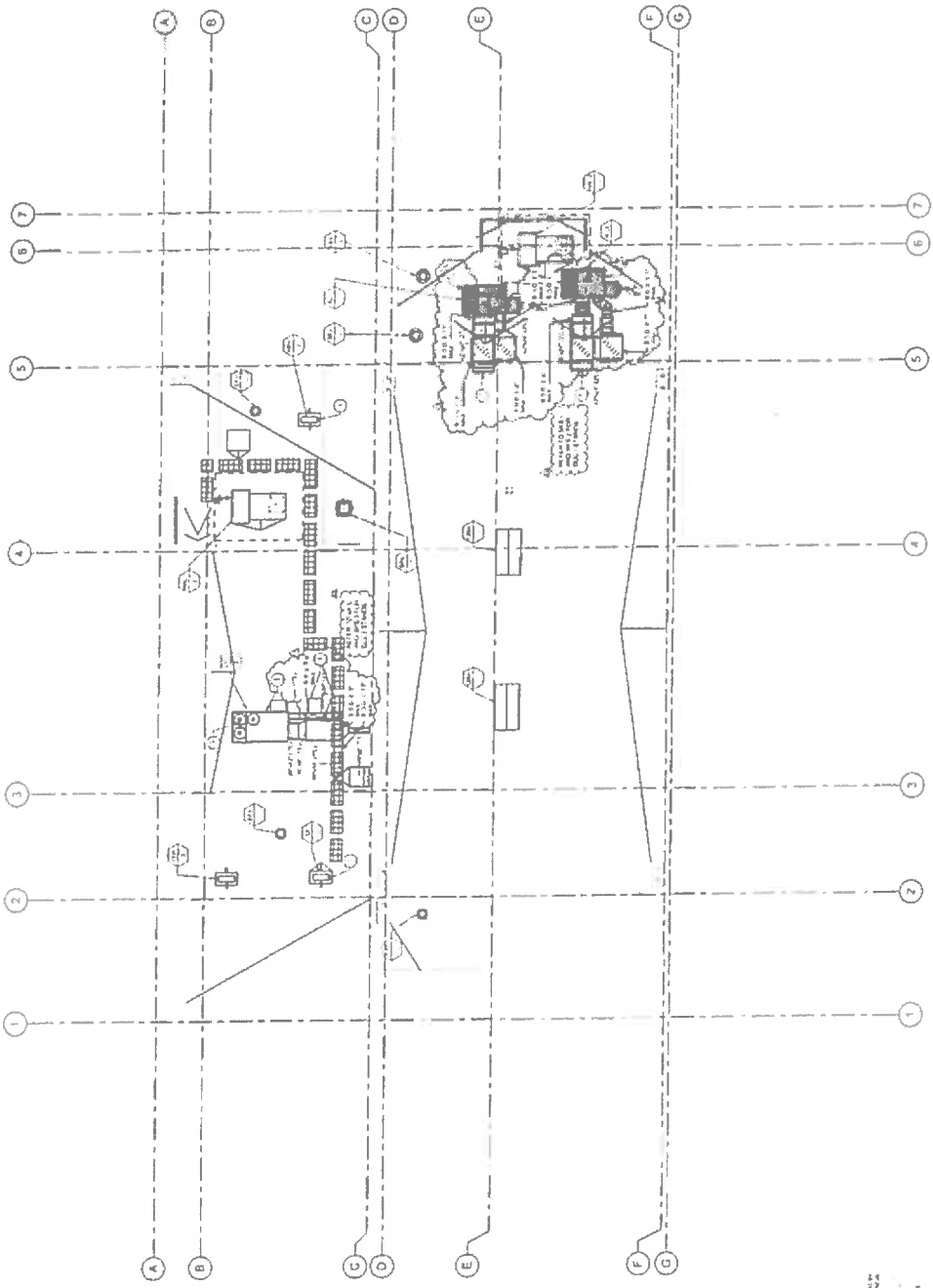
STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 LICENSE NO. 44000

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	11/11/11
2	ISSUED FOR PERMITS	11/11/11
3	ISSUED FOR PERMITS	11/11/11
4	ISSUED FOR PERMITS	11/11/11
5	ISSUED FOR PERMITS	11/11/11
6	ISSUED FOR PERMITS	11/11/11
7	ISSUED FOR PERMITS	11/11/11
8	ISSUED FOR PERMITS	11/11/11
9	ISSUED FOR PERMITS	11/11/11
10	ISSUED FOR PERMITS	11/11/11

DATE REVISION: 11/11/11
 PROJECT NO: 1345-11
 SCALE: AS SHOWN

SHEET NUMBER: M2-11.2
 SHEET TITLE:

MPR - BLDG. 2 -
 MECHANICAL ROOF
 PLAN



SDSA APPROVED
 FOR THE STATE ARCHITECT
 (FOR AMENDMENT ONLY)
 DATE: 08/24/2011
 NAME: [Signature]



GVN / MPR - ROOF PLAN 11.2 1

NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA MECHANICAL CODE (CMC) AS AMENDED.

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2200 Carnegie Ct., Oxnard, California



DESIGNATION STAMP
 OFFICE OF INDUSTRIAL SAFETY
 AS 03-110070
 DATE: 01/15/11

REVISIONS	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

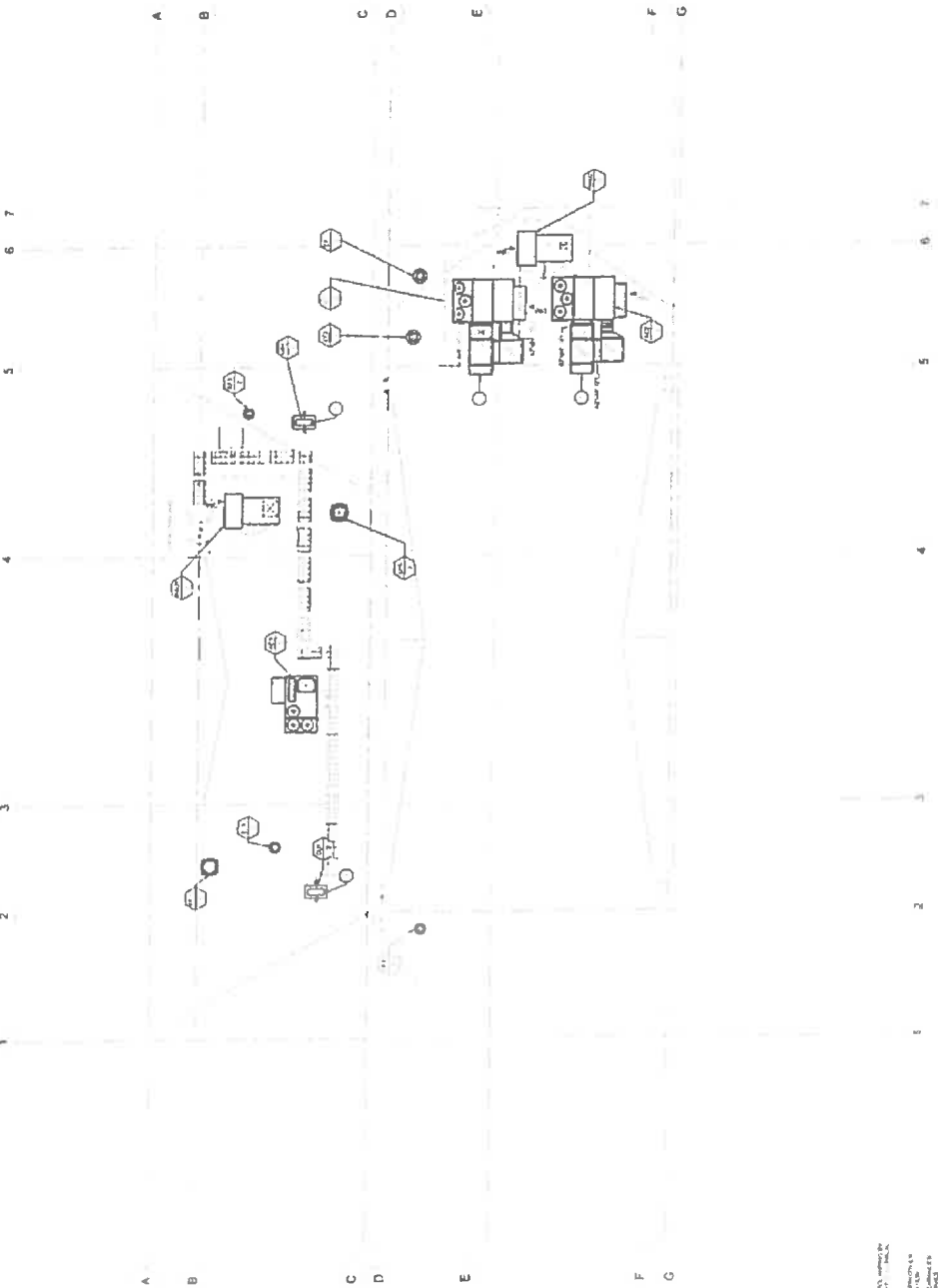
DATE ISSUED: 01/15/11
 PROJECT NO: 110011
 SCALE: As indicated

SHEET NUMBER: M2-11.2
 SHEET TITLE

MRR - BLDG. 2 -
 MECHANICAL ROOF
 PLAN



GYM / MPR - ROOF PLAN

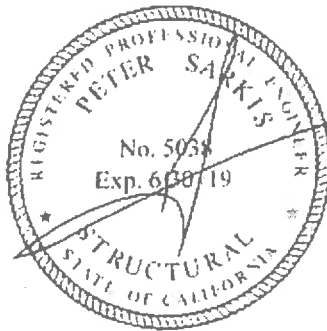


- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2007 CALIFORNIA ELECTRICAL CODE (CEC).
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2007 CALIFORNIA ELECTRICAL CODE (CEC).
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2007 CALIFORNIA ELECTRICAL CODE (CEC).
- 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2007 CALIFORNIA ELECTRICAL CODE (CEC).
- 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2007 CALIFORNIA ELECTRICAL CODE (CEC).
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- 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2007 CALIFORNIA MECHANICAL CODE (CMC) AND THE 2007 CALIFORNIA ELECTRICAL CODE (CEC).

**STRUCTURAL ENGINEERING
CCD#022**

LEMONWOOD K-8 RECONSTRUCTION

**2200 Carnegie Court
Oxnard CA 93033**



By

PETRA Structural Engineers

**Job# 2013-031
August 4, 2017**



Project WILMINGTON	By:	Sheet
Client	Date:	
Title	Job:	

DUCT SUPPORT

MAX. 48" x 24" DUCT \approx 18 lb/ft
TRIB. LENGTH PER SUPPORT = 10'

WIND

$$q_h = 0.00256 K_z K_{zt} K_d V^2$$
$$= 0.00256 \underset{\substack{\text{EXPOSED} \\ @ 20'}}{(0.9 \times 1)} (0.85) (110)^2$$
$$= 23.7 \frac{\text{psf}}{1.4} = 17 \text{ psf (ALLOW.)}$$

$$P_w = 10' \times 2' \times 17 = 340 \text{ lb}$$

Ed

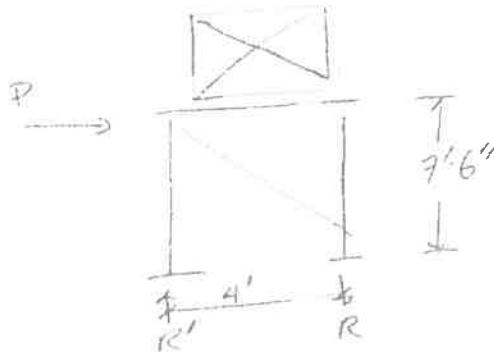
$$F_p = \frac{0.4 A_p S_{ds}}{(R_p / q)} \left(1 + 2 \frac{z}{h}\right) W_p$$
$$= \frac{0.4 (2.5) (1.285)}{(9 / 1)} (1 + 2) W_p =$$
$$= 0.428 W_p \leftarrow \text{CONTROLS}$$

$$F_{p \text{ MAX}} = 1.6 S_{ds} I W_p = 2.056 W_p$$

$$F_{p \text{ MIN}} = 0.3 S_{ds} I W_p = 0.385 W_p$$

$$F_p = 77 \text{ lb}$$

TRANSV.



$$R = \frac{340.44 \times 7'6''}{4'} + (10' \times 19.16 \text{ lb/ft} / 2) = 728 \text{ lb}$$

$$R' = -548 \text{ lb}$$

$$F_{\text{BRACE}} = 722 \text{ lb}$$

2" dia SCHEDULE 40 PIPE POST

$$f_a = \frac{0.73 \text{ k}}{1.10 \text{ ft}^2} = 0.68 \text{ ks.} \quad \text{OK}$$

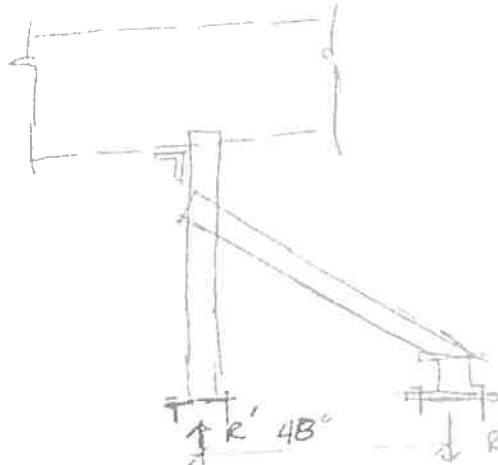
USE L 2 x 2 x 1/4 BRACE

$$f_a = \frac{0.722 \text{ k}}{0.938 \text{ in}^2} = 0.77 \text{ ks.} \quad \text{OK}$$



Project: LEMON WOOD	By	Sheet
Client	Date	
Title	Job	

LONG BRACE



$$R = \frac{77 \text{ lb} \times 7'-6''}{4'} = \pm 144 \text{ lb}$$



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00287

To:	SVA ARCHITECTS, INC.	RFI Date:	07/24/2017
Attention:	Tom Bardwell	Date Due:	07/24/2017
CC:	Chris Yafuso	RFI Type:	Structural
	Paul Vernier	Priority:	High
	David Chieng	Schedule/Activity ID:	
	Peter Sarkis	Document Reference:	
	Christopher Barbato	Spec Section:	
		Status:	Returned

Subject: Duct Stands at MPR Bldg.

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

RFI #179 shows a maximum height of 1'6" for the duct stands on Building 2. After field verification, the maximum height of some of our duct stands is 86" due to equipment and opening elevations. Please confirm the detail provided per RFI #179 is acceptable for us to install to.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Yes

ANSWER:

Answered By: Tom Bardwell

Date of Response: 08/17/2017

Detail is not acceptable to be used for anything higher than the maximum stated (1'-6"). Revised duct stands higher than 1'-6" will be submitted as a CCD to DSA.

ATTACHMENTS:



September 7, 2017

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction
Job # 1624 BCP# 16

Nalani,

Please find below our estimated cost associated with scope changes as a result of CCD #22/ RFI 179; add angle 6 x 6 x 3/8" beams to support mechanical duct posts. Field measure, cut, install and weld.

The scope of the change is as follows:

Detailing		\$0
Engineering		\$0
Material	(1788 lbs, 120-0 angle)	\$3,242
Joists		\$0
Deck		\$0
Prime Paint		\$268
Fab Farmout		\$0
Freight		\$300
Tax on Material		\$114
	Subtotal:	<u>\$3,925</u>
	15% Markup:	\$589
Total Field Cost per Attached:		\$17,404
	5% OH&P	\$870
Total Change Order Request:		<u>\$22,788</u>

Requested Change in Subcontract Time due to this change (Work Days) 0

The requested extension to the Subcontract Schedule reflects ___ additional days for fabrication and ___ for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf
Project Manager
Beck Steel, Inc.
(909) 376-9119



PRO STEEL ERECTORS, INC.

180 South First Street Ste 13
Dixon, Ca. 95620
(714) 465-5354
(830) 463-6013 fax

August 7, 2017

Shift 1 Rate

Beck Steel, Inc
401 N. Loop 289
Lubbock, TX 79403

ATTN: Randy Young

RE: **1624 Lemonwood Elementary School**

COR # 25

RFI # 179

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

MPR Bldg 3 to 4 Line A-C High Roof Plan E2001 & 5 to 7 Line D-F Locker RM E2000 Low Roof Plan 6x6x3/8 Angles Duct Leg Supports

Unloaded truck. Shook out material, took measurements, laid out angle, & coped pieces with torch.

Laid out for install. Grinded paint on beams using scissorlifts. Installed angles. Hoisted, rigged, & welded out.

See attached T&M tickets for 7/17-7/21, 7/24.

Ironworker Foreman Shift 1	46	mh @	\$ 89.17 /mh	\$ 4,101.82
Journeyman Ironworker Shift 1	14	mh @	\$ 84.98 /mh	\$ 1,189.72
Apprentice Shift 1	40	mh @	\$ 79.56 /mh	\$ 3,182.40
	100			\$ 8,473.94
	Qty	Unit		
Subsistence	2	6.00 each	\$ 20.00 /ea/day	\$ 240.00
Travel	1	5.00 each	\$ 25.00 /ea	\$ 125.00
Steel Trade Consumables			\$ 3.87 /hr	\$ 387.00
Small Tools			\$ 3.04 /hr	\$ 304.00
Safety Equipment			\$ 2.15 /hr	\$ 215.00
Field Truck			\$ 30.00 /hr	\$ 1,380.00
Weld Std	2	43.00 /hr	\$ 26.40 /hr	\$ 2,270.40
Torch Setup	1	46.00 /hr	\$ 15.00 /hr	\$ 690.00
19-0 scissor lifts	2	46.00 /hr	\$ 11.40 /hr	\$ 1,048.80
			Sub Total	\$ 15,134.14
			Markup 15%	\$ 2,270.12
			Total	\$ 17,404.26

Days added to the schedule **6 work days**
REMOBILIZATION LOST PRODUCTIVITY: **0 work days**

Exclusions and conditions are similar to those for existing contract work.

Sub and Travel must be added to this Change.

Please call if you have any questions or concerns.

Sincerely,
PRO STEEL ERECTORS, INC.

Lisa Anderson



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelerectors.co
 Lic CA:805863 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

No 012010-1

PROJECT: LEMON WOOD, ONYARD JOB # 1624 T&M # 012010-1 RFI PENDING
 DATE: 7/17/17 GC # 1 PCO/FWO # 179 RFI # 179 WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error Error in Concrete, Embeds or Anchor Bolts
 Incomplete Shop Fabrication Work Directed by Controlling Contractor WORK COMPLETE
 Claim for Lost Time or Productivity Other: COLIN PECKHAM Yes No

RFI 179 3,4 LINE A TO C High Roof PLAN
E 7001

DRAWINGS, SKETCHES OR RFP'S; LOCATION OF WORK
6x6x3/8 ANGLES DUCT LEG SUPPORTS

PIECE MARKS INVOLVED
UNLOADED TRUCK (FABCO) SHOOK OUT MATERIAL
TOOK MEASUREMENTS FOR HIGH ROOF LAID-OUT
6x6x3/8 ANGLE CODED 9 PIECES WITH TORCH, LAID-OUT
FOR INSTALL. GRINDED PAINT ON BEAMS USING
SCISSOR LIFTS 1st SUB/Travel = 2

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR						Check if 2nd Dinner Break D.T.		Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3			
GFIW	FIW	JIW	IW	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON LAWSON	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8 [✓]		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DAVE JARAMILLO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	8 [✓]		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			

Verify T&M only

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input checked="" type="checkbox"/>	2	8	Truck Std/Erect	F350	<input type="checkbox"/>	1	8
Welding Std	325/UN25	<input type="checkbox"/>	2	8	Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out: RIPPING TRUCK TOOLS		<input type="checkbox"/>	1	8
Smoke control	SOFT	<input type="checkbox"/>	3	8	Mobilization:		<input type="checkbox"/>		
50ft. lead		<input type="checkbox"/>			Other:		<input type="checkbox"/>		
Torch Outfit	OXY & ACE	<input type="checkbox"/>	1	8	Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

Swingston
 CONTRACTOR
 Date 7/17/17

Ron Lawson FIW
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date

CONTRACTOR'S REPRESENTATIVE AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelers.com
 Lic CA:805663 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

No 012011-2

PROJECT: <u>LEMON WOOD, OXNARD</u>	JOB # <u>1624</u>	T&M # <u>012011-2</u>	RFI PENDING
DATE: <u>7/18/17</u>	GC#	PCO/FWO #	RFI # <u>179</u>
CATEGORY OF WORK (CHECK ALL THAT APPLY)			WHO

- Fabrication or Detail Error
 - Incomplete Shop Fabrication
 - Claim for Lost Time or Productivity
 - Error in Concrete, Embeds or Anchor Bolts
 - Work Directed by Controlling Contractor
 - Other: COLIN PECKHAM
- WORK COMPLETE Yes No

RFI-179 3,4 LINE A TO C High Roof PLAN
E2001 MPR BUILDING
 DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK
6x6x3/8 ANGLES DUCT LEG SUPPORTS
RFI-179
 PIECE MARKS INVOLVED
IN STALLED 9 ANGLES 5-8 FOOT - 4-4 FOOT IN
HIGH ROOF, HOISTED, RIGGED AND WELDED OUT
START LAYING OUT FOR LOCKER ROOM ON 5 TO 7 LINE F-D
SUB-2

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR

Check If 2nd Dinner Break D.T. Select Shift 1, 2, or 3

GF/W	FI/W	I/W	IW	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON LAWSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DAVE JARAMILLO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Verify T&M only	<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift	3226	<input checked="" type="checkbox"/>	2	8	Truck Std/Erect	F350	<input type="checkbox"/>	1	8
Welding Std	325/LN25	<input type="checkbox"/>	2	8	Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out: Ripping TRUCK TOOLS		<input type="checkbox"/>	1	8
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead	50 ft	<input type="checkbox"/>	3	8	Other:		<input type="checkbox"/>		
Torch Outfit	OXY & ACE	<input type="checkbox"/>	1	8	Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

CONTRACTOR

 Date 7/18/17
 CONTRACTOR'S REPRESENTATIVE

PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelerectors.co
 Lic CA:805663 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

No 012012-3

PROJECT: <u>LEMONWOOD, OXNARD</u>	JOB # <u>1624</u>	T&M # <u>012012-3</u>	RFI PENDING
DATE: <u>7/19/17</u>	GC #	PCO/FWO #	RFI # <u>179</u>
CATEGORY OF WORK (CHECK ALL THAT APPLY) Fabrication or Detail Error <input type="checkbox"/> Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/> Incomplete Shop Fabrication <input type="checkbox"/> Work Directed by Controlling Contractor <input checked="" type="checkbox"/> Claim for Lost Time or Productivity <input type="checkbox"/> Other: <u>COLIN PEARHAM</u> <input checked="" type="checkbox"/>			WORK COMPLETE Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

RFI 179 - 5th 7 LINE E-D LOCKER ROOM
E2000 MPR BUILDING TOLD ROOF
 DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

RFI 179 DUCT LEG SUPPORTS 6X6X3/8 ANGLES
MPR BUILDING
 PIECE MARKS INVOLVED

ROOMS TIN WALLS HAVE BEEN INSTALLED, CUT TIN TRACK FOR 6X6X3/8 ANGLE, PRINDED PAINT ON BEAMS CAPED 6 ANGLES, INSTALLED 6 ANGLES WELDED-OUT

SUB=2

FIELD LABOR						DESCRIPTION OF ADDITIONAL WORK					
GF/W	FI/W	J/W	I/W	AW	Other	Employee's Name	Sub/Travel	P/T Only?	R7 Hours	1.5 T Hours	2T Hours
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>RON LAWSON</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8</u>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>DAVE JARAMILLO</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>8</u>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>VERIFY T:M ONLY</u>	<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input checked="" type="checkbox"/>	<u>2</u>	<u>8</u>	Truck Std/Erect	<u>F-350</u>	<input type="checkbox"/>	<u>1</u>	<u>8</u>
Welding Std	<u>325/LN25</u>	<input type="checkbox"/>	<u>2</u>	<u>8</u>	Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out: <u>Rigging Truck Tools</u>		<input type="checkbox"/>	<u>1</u>	<u>8</u>
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead	<u>50AT</u>	<input type="checkbox"/>	<u>3</u>	<u>8</u>	Other:		<input type="checkbox"/>		
Torch Outfit	<u>OXYFACE</u>	<input type="checkbox"/>	<u>1</u>	<u>8</u>	Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

CONTRACTOR
[Signature]
 Date 7/19/17
 CONTRACTOR'S REPRESENTATIVE

[Signature]
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelerectors.co
 Lic CA:805663 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

No 012013-4

PROJECT: LEMONWOOD, OXNARD JOB # 1624 T&M # 012013-4 RFI PENDING
 DATE: 7/20/17 GC #1 PCO/FWO # RFI # 179 WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error Error in Concrete, Embeds or Anchor Bolts
 Incomplete Shop Fabrication Work Directed by Controlling Contractor
 Claim for Lost Time or Productivity Other: Colin Yeckham WORK COMPLETE
 Yes No

RFI 179 ST 7 LINE D-E LOCKER ROOM
 E2000 MPR Building Low Roof PLAN
 DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

FABRICATED, CODED, GROUND ALL REMAINING ANGLES IN
 LOCKER ROOM - 2 1/2" x 6" x 3/8" DUCT VEG SUPPORT
 PIECE MARKS INVOLVED
 CUTBACK TIN TRACK 3 LOCATIONS, CODED REMAINING
 6" x 6" x 3/8" ANGLE GROUND SMOOTH, INSTALLED 6
 ANGLES, WELD - OUT 4
 (SUB-23)

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR							Check if 2nd Dinner Break D.T. Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3				
GIW	FIW	AW	IW	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON LAWSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	DAVE JARAMILLO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Std/Erect	F-350	<input type="checkbox"/>	1	8
Welding Std	325/LIN25	<input type="checkbox"/>	2	8	Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out: Rigging Truck Tools		<input type="checkbox"/>	1	8
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead	50 ft	<input type="checkbox"/>	4	8	Other:		<input type="checkbox"/>		
Torch Outfit	OXYFACE	<input type="checkbox"/>	1	8	Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit
Roll of 732 LINCOLN	1 Roll	25 Lbs
1 BOX 4 1/2 GRINDING WHEEL	1	BOX

Sumner
 CONTRACTOR
[Signature]
 CONTRACTOR'S REPRESENTATIVE
 Date 7/20/17

Ron Lawson FIW
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelerectors.co
 Lic CA:805663 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

No 012014-45

PROJECT: LEMONWOOD, OXNARD JOB # 1624 T&M # 012014-5 RFI PENDING
 DATE: 7/21/17 GC # 1 PCO/FWO # REF 179 RFI # 179 WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

- Fabrication or Detail Error
 - Incomplete Shop Fabrication
 - Claim for Lost Time or Productivity
 - Error in Concrete, Embeds or Anchor Bolts
 - Work Directed by Controlling Contractor
 - Other: Colin Yeckham
- WORK COMPLETE
 Yes No

RFI 179 ST07 LINE D-F LOCKER ROOM MPR Building
 Low Roof E2000-E2001A High Roof 3-4 LINE A TO C
 MID DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK
6x6x3/8 ANGLES

PIECE MARKS INVOLVED

- ① LOCKER ROOM INSTALLED 4 6x6x3/8 ANGLES AT ST07 LINE D-F, -WELD-OUT 6 ANGLES COMPLETING LOCKER ROOM TOTAL 16 ANGLES
- ② MID High Roof 3-4 A TO C INSTALLED 8 ANGLES WELDED-OUT (SUB AND IN ONE MAN) OUT ONE MAN

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR						Check if 2nd Dinner Break D.T. Select Shift <input checked="" type="checkbox"/> 1, <input type="checkbox"/> 2, or <input type="checkbox"/> 3					
GF/W	FI/W	J/W	I/W	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		RON LAWSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		DAVE JARAMILLO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		DAMON RAMIREZ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Sid/Erect	F350	<input type="checkbox"/>	1	8
Welding Std	XMT/325	<input type="checkbox"/>	Z	8	Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out: Ripping TRK TOOLS		<input type="checkbox"/>	1	8
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead	50FT	<input type="checkbox"/>	6	8	Other:		<input type="checkbox"/>		
Torch Outfit	OXYLACE	<input type="checkbox"/>	1	8	Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit
OXYGEN	1	BOTTLE
ACETYLENE	1	BOTTLE
LINCOLN TORCH TIP	1	1-1-101 SIZE

SAM WERTON
 CONTRACTOR
[Signature]
 CONTRACTOR'S REPRESENTATIVE
 Date 7/21/17

Ron Lawson FIW
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelerectors.co
 Lic CA:805683 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

№ 012017-5

PROJECT: <u>OXNARD, LEMONWOOD</u>	JOB # <u>1624</u>	T&M # <u>012017-5</u>	RFI PENDING
DATE: <u>7/24/17</u>	GC #	PCO/FWO #	RFI # <u>179</u>
CATEGORY OF WORK (CHECK ALL THAT APPLY)			WHO

- Fabrication or Detail Error
- Incomplete Shop Fabrication
- Claim for Lost Time or Productivity
- Error in Concrete, Embeds or Anchor Bolts
- Work Directed by Controlling Contractor
- Other: Colin Peckham
- WORK COMPLETE: Yes No

E2000 - E2001 MPR Building Mid Roof RFI#179

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

INSTALLING 4x6x3/8 ANGLES FOR DUCT LEG SUPPORTS ON ROOF A TO C - 4-5 LINES

PIECE MARKS INVOLVED

CUT, COPE, GROUND SMOOTH, INSTALLED AND WELDED TO BUSH ON MID, HIGH ROOF PLAN

TRAVEL OUT RFI # 179
Sub#2

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR

Check if 2nd Dinner Break B.T. Select Shift 1, 2, or 3

GF/W	FI/W	J/W	I/W	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
	<input checked="" type="checkbox"/>					<u>Ben Lawson</u>		<input type="checkbox"/>	<u>1.5</u>		
						<u>Damon Ramirez</u>		<input type="checkbox"/>	<u>1.5</u>		

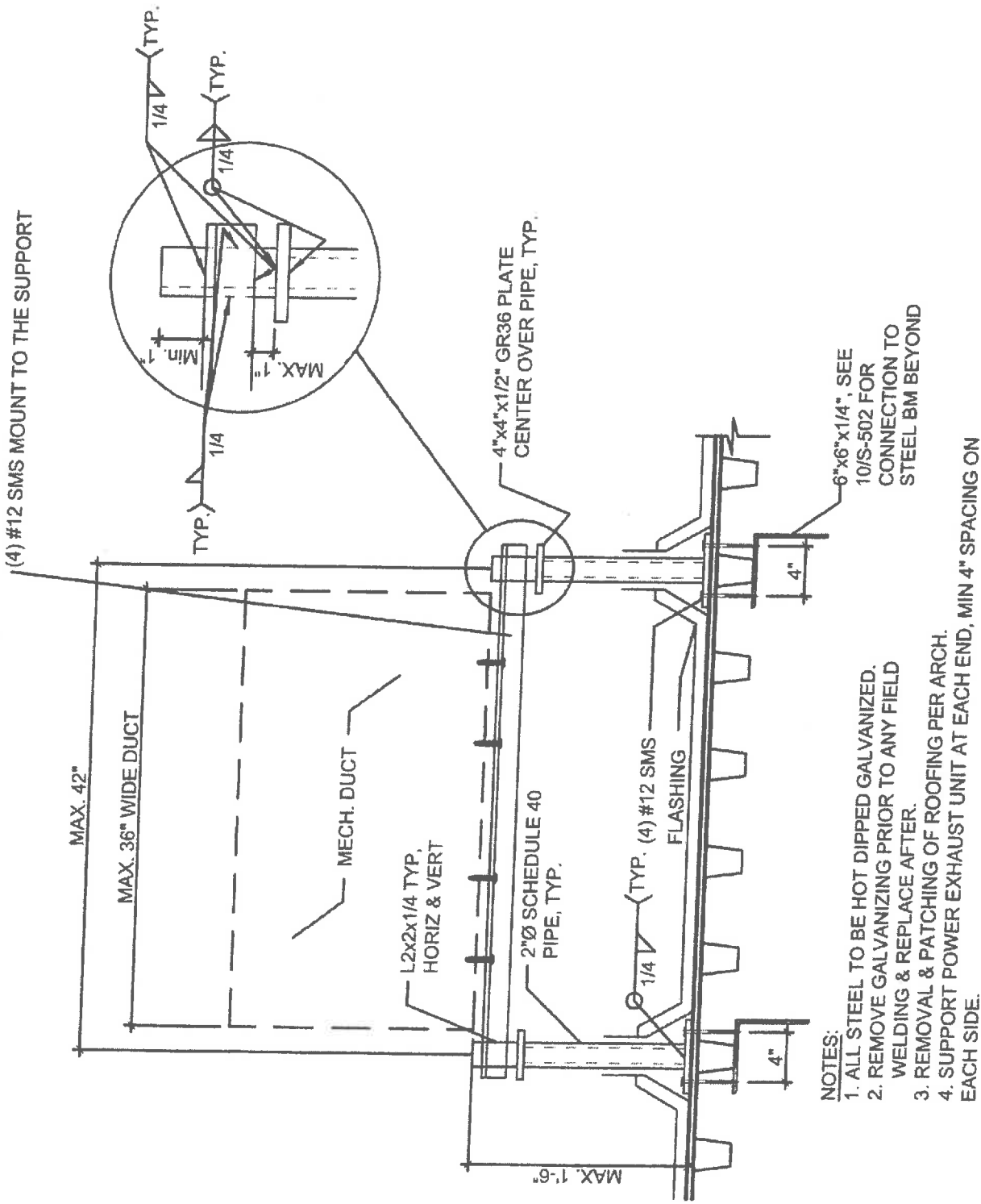
BACK CHARGE TO SHELDON MECH FOR CUTTING OUT DECKING. NOT FOR DETAIL ATTACHED RFI#179

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Std/Erect	<u>F-350</u>	<input type="checkbox"/>	<u>1</u>	<u>1.5</u>
Welding Std	<u>TRUCK 325</u>	<input type="checkbox"/>	<u>1</u>	<u>1.5</u>	Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out:	<u>F-350 TOOLS</u>	<input type="checkbox"/>	<u>1</u>	<u>1.5</u>
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
SOft. lead	<u>50FT</u>	<input type="checkbox"/>	<u>4</u>	<u>1.5</u>	Other:		<input type="checkbox"/>		
Torch Outfit	<u>ACE & OXY</u>	<input type="checkbox"/>	<u>1</u>	<u>1.5</u>	Other:		<input type="checkbox"/>		
MATERIALS - Description of Materials beyond trade consumables and safety Etc.									
								Quantity	Unit

SUNBERTON BUILDERS
 CONTRACTOR
Chris
 Date 8/7/17

Ben Lawson FIW PRO-STEEL
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____

AUTHORIZATION TO PROCEED T&M WORK BY _____



- NOTES:
1. ALL STEEL TO BE HOT DIPPED GALVANIZED.
 2. REMOVE GALVANIZING PRIOR TO ANY FIELD WELDING & REPLACE AFTER.
 3. REMOVAL & PATCHING OF ROOFING PER ARCH.
 4. SUPPORT POWER EXHAUST UNIT AT EACH END, MIN 4" SPACING ON EACH SIDE.

ROOF MOUNTED DUCT DETAIL AT BUILDING 2



November 30, 2017
~~September 12, 2017~~

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction
Job # 1624 BCP# 17R1

Nalani,

Please find below our revised estimated cost associated with scope changes as a result of CCD 24, field cut and install (32) new angles 6 x 6 x 5/16. for mechanical brace posts support under deck

The scope of the change is as follows:

Detailing		\$0
Engineering		\$0
Material	(L 6x 6 x 5/16 x 240-0) 2976lbs	\$4,014
Joists		\$0
Deck		\$0
Other Buyouts		\$0
Fab Farmout		\$0
Freight		\$400
Tax on Material		\$155
	Subtotal:	\$4,569
	15% Markup:	\$685
Total Field Cost per Attached:		\$10,597
	5% OH&P	\$530
Total Change Order Request:		\$16,381

Requested Change in Subcontract Time due to this change (Work Days) 7

The requested extension to the Subcontract Schedule reflects 2 additional days for fabrication and 5 for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf
Project Manager
Beck Steel, Inc.
(909) 376-9119



PRO STEEL ERECTORS, INC.
 180 South First Street Ste 13
 Dixon, Ca. 95620
 (714) 465-5354
 (830) 463-6013 fax

November 30, 2017

Shift 1 Rate

Beck Steel, Inc
 401 N. Loop 289
 Lubbock, TX 79403

ATTN: Randy Young

RE: **1624 Lemonwood Elementary School**

COR # 29R2

CCD # 24

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

MPR Bldg Lock Room
 Angle 6x6x3/8
 Field measured, fabricated, installed & welded angles for deck support.
 See attached T&M tickets for 10/2-10/6.

Ironworker Foreman Shift 1		34 mh @	\$ 89.17 /mh	\$ 3,031.78
Journeyman Ironworker Shift 1		34 mh @	\$ 84.98 /mh	\$ 2,889.32
		68		\$ 5,921.10
	Qty	Unit		
Subsistence	2	5.00 each	\$ 20.00 /ea/day	\$ 200.00
Travel	2	1.00 each	\$ 25.00 /ea	\$ 50.00
Steel Trade Consumables			\$ 3.87 /hr	\$ 263.16
Small Tools			\$ 3.04 /hr	\$ 206.72
Safety Equipment			\$ 2.15 /hr	\$ 146.20
Field Truck			\$ 30.00 /hr	\$ 1,020.00
Weld Std	1	34.00 /hr	\$ 26.40 /hr	\$ 897.60
Torch Setup	1	34.00 /hr	\$ 15.00 /hr	\$ 510.00
		Sub Total		\$ 9,214.78
		Markup	15%	\$ 1,382.22
		Total		\$ 10,597.00

Days added to the schedule 5 work days
REMOBILIZATION LOST PRODUCTIVITY: 0 work days

Exclusions and conditions are similar to those for existing contract work.
Sub and Travel must be added to this Change.
 Please call if you have any questions or concerns.

Sincerely,
PRO STEEL ERECTORS, INC.

Lisa Anderson



PRO STEEL ERECTORS, INC.
180 South First Street Suite #13
Dixon, Ca. 95620

Time & Material Sheet

No 11932

PROJECT: LEARNINGS K-B SCHOOL
DATE: MONDAY, OCTOBER 02 2017

JOB # 1624 T&M # _____ RFI PENDING
PCO/FWO # _____ RFI # _____ WHO _____

CATEGORY OF WORK (CHECK ALL THAT APPLY)

- Fabrication or Detail Error Error in Concrete, Embeds or Anchor Bolts
 Incomplete Shop Fabrication Work Directed by Controlling Contractor
 Claim for Lost Time or Productivity Other: _____

CCD#24
WORK COMPLETE
Yes No

ON GOING

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

MFR BUILDING, LOCKER ROOM

PIECE MARKS INVOLVED

ANGLE 6x6 x 3/8

DESCRIPTION OF ADDITIONAL WORK

FIELD MEASURE, FABRICATE, INSTALL AND WELD ANGLES FOR DECK SUPPORT

FIELD LABOR

Select Shift 1, 2, or 3

FW	FW	JW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<u>JANIER VILLANUEVA</u>	<input type="checkbox"/>	<u>8</u> ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<u>MARCELINO IZARRABAZ</u>	<input type="checkbox"/>	<u>8</u> ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift		Y/N			Air Comp		Y/N		
Scissor Lift		Y/N			Truck	<u>F-150</u>	<u>Y/N</u>	<u>1</u>	
Welding Machine	<u>500</u>	<u>Y/N</u>	<u>1</u>		Fire Blanket/Shield		Y/N		
LN25		<u>Y/N</u>	<u>1</u>		Other: <u>GRINDER</u>	<u>4 1/2</u>	<u>Y/N</u>	<u>2</u>	
Smoke Eater		Y/N			Other:		Y/N		
50ft. lead	<u>600 v</u>	<u>Y/N</u>	<u>6</u>		Other:		Y/N		
Torch	<u>200c</u>	<u>Y/N</u>	<u>1</u>		Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWINERTON BUILDERS
CONTRACTOR
[Signature]
CONTRACTOR'S REPRESENTATIVE
Date 10/2/17

JANIER VILLANUEVA
PRO STEEL ERECTORS, INC. REPRESENTATIVE
Date _____
AUTHORIZATION TO PROCEED T&M WORK BY _____



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

No 11933

PROJECT: LENNWOOD K-8 SCHOOL
 DATE: TUESDAY, OCTOBER 03 2017

JOB # 1624 T&M # _____ RFI PENDING
 PCO/FWO # _____ RFI # _____ WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

- Fabrication or Detail Error
- Incomplete Shop Fabrication
- Claim for Lost Time or Productivity
- Error in Concrete, Embeds or Anchor Bolts
- Work Directed by Controlling Contractor
- Other: _____

CCD #24
 WORK COMPLETE
 Yes No

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

MPP BUILDING, LOCKER ROOM

PIECE MARKS INVOLVED

ANGLE 6x6 x 3/8

DESCRIPTION OF ADDITIONAL WORK

FIELD MEASURE, FABRICATE, INSTALL AND WELD ANGLES FOR DECK SUPPORTS

FIELD LABOR

Select Shift 1, 2, or 3

FW	FIW	JIW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		JAVIER VILLANUEVA	<input type="checkbox"/>	8 ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		MARCELO J. GONZALEZ	<input type="checkbox"/>	8 ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift		Y/N			Air Comp		Y/N		
Scissor Lift		Y/N			Truck	F-150	Y/Ⓢ	1	
Welding Machine	500	Y/Ⓢ	1		Fire Blanket/Shield		Y/N		
LN25		Y/Ⓢ	1		Other: GRINDER	4 1/2	Y/N	2	
Smoke Eater		Y/N			Other:		Y/N		
50ft. lead	600 v	Y/Ⓢ	6		Other:		Y/N		
Torch	200	Y/Ⓢ	1		Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SMITHSON BUILDERS

CONTRACTOR

[Signature] Date 10/3/17
 CONTRACTOR'S REPRESENTATIVE

JAVIER VILLANUEVA

PRO STEEL ERECTORS, INC. REPRESENTATIVE

_____ Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

No 11934

PROJECT: LEMINWOOD K-8 SCHOOL
 DATE: WEDNESDAY, OCTOBER 04 2017

JOB # 1624 T&M # _____ RFI PENDING
 PCO/FWO # _____ RFI # _____ WHO
 CCD #24

- CATEGORY OF WORK (CHECK ALL THAT APPLY)
- Fabrication or Detail Error
 - Incomplete Shop Fabrication
 - Claim for Lost Time or Productivity
 - Error in Concrete, Embeds or Anchor Bolts
 - Work Directed by Controlling Contractor
 - Other: _____

WORK COMPLETE
 Yes No
 ON GOING

DRAWING, SKETCHES OR RFI'S, LOCATION OF WORK

MFR BUILDING, LOCKER ROOM

PIECE MARKS INVOLVED

ANGLE 6x6 x 3/8

DESCRIPTION OF ADDITIONAL WORK

FIELD MEASURE, FABRICATE, INSTALL AND WELD ANGLES FOR DECK SUPPORT

FIELD LABOR Select Shift 1, 2, or 3

FIW	FIW	I/W	I/W	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		JAVIER VILLANUEVA	<input type="checkbox"/>	6		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		MARCELYNO IZARRAZ	<input type="checkbox"/>	6		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift		Y/N			Air Comp		Y/N		
Scissor Lift		Y/N			Truck	F-150	Y/N	1	
Welding Machine	500	Y/N	1		Fire Blanket/Shield		Y/N		
LN25		Y/N	1		Other: GRINDER	4 1/2	Y/N	2	
Smoke Eater		Y/N			Other:		Y/N		
50ft. lead	600	Y/N	6		Other:		Y/N		
Torch	200	Y/N	1		Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWINERTON BUILDERS
 CONTRACTOR

 Date 10/4/17
 CONTRACTOR'S REPRESENTATIVE

JAVIER VILLANUEVA
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

No 11935

PROJECT: LEMONWOOD K-8 SCHOOL
 DATE: THURSDAY, OCTOBER 05 2017

JOB # 1624 T&M # _____ RFI PENDING
 PCO/FWO # _____ RFI # _____ WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

Fabrication or Detail Error Error in Concrete, Embeds or Anchor Bolts
 Incomplete Shop Fabrication Work Directed by Controlling Contractor WORK COMPLETE
 Claim for Lost Time or Productivity Other: _____ Yes No
 ON GOING

CCD#24

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

MFR BUILDING, PRESENTATION AREA

PIECE MARKS INVOLVED

ANGLE 6x6x3/8

DESCRIPTION OF ADDITIONAL WORK

FIELD MEASURE, FABRICATE, INSTALL AND WELD ANGLES FOR DECK SUPPORT

FIELD LABOR

Select Shift 1, 2, or 3

FW	FW	IW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		JAVIER VILANUEVA	<input type="checkbox"/>	4 ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		MARCELO JERONIMOZ	<input type="checkbox"/>	4 ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift		Y/N			Air Comp		Y/N		
Scissor Lift		Y/N			Truck	5-150	Y/N	1	
Welding Machine	500	Y/N	1		Fire Blanket/Shield	5x8	Y/N	1	
LN25		Y/N	1		Other: GRINDER	4 1/2	Y/N	2	
Smoke Eater		Y/N			Other:		Y/N		
50ft. lead	600V	Y/N	4		Other:		Y/N		
Torch	200	Y/N	1		Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWIREADON BUILDERS
 CONTRACTOR

 Date 10/6/17
 CONTRACTOR'S REPRESENTATIVE

JAVIER VILANUEVA
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.
 180 South First Street Suite #13
 Dixon, Ca. 95620

Time & Material Sheet

No 11936

PROJECT: LEMONWOOD K-8 SCHOOL
 DATE: FRIDAY, OCTOBER 06 2017

JOB # 1624 T&M # _____ RFI PENDING
 PCO/FWO # _____ RFI # _____ WHO _____

CATEGORY OF WORK (CHECK ALL THAT APPLY)

- | | | | |
|--|---|---------|---|
| Fabrication or Detail Error <input type="checkbox"/> | Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/> | CCD #24 | |
| Incomplete Shop Fabrication <input type="checkbox"/> | Work Directed by Controlling Contractor <input checked="" type="checkbox"/> | | WORK COMPLETE |
| Claim for Lost Time or Productivity <input type="checkbox"/> | Other: _____ <input type="checkbox"/> | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

DRAWINGS, SKETCHES OR RFI'S, LOCATION OF WORK
MPR BUILDING, PRESENTATION AREA

PIECE MARKS INVOLVED
ANGLE 6X6 X 5/8

DESCRIPTION OF ADDITIONAL WORK
FIELD MEASURE, FABRICATE, INSTALL AND WELD ANGLES FOR DECK SUPPORT
17 TOTAL DIFFERENT SIZE

FIELD LABOR

Select Shift 1, 2, or 3

FW	JW	IW	FW	Other	Employee's Name	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		JAVIER VILMANUEVA	<input type="checkbox"/>	3 ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		MARCELO IZARRABAZ	<input type="checkbox"/>	8 ✓		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>			

Equipment Description	Size	Rent	Quantity	Hours/Each	Equipment Description	Size	Rent	Quantity	Hours/Each
Crane(s)		Y/N			Mag Drill		Y/N		
Forklift		Y/N			Rotor Hammer		Y/N		
Boom Lift		Y/N			Air Comp		Y/N		
Scissor Lift		Y/N			Truck	F-150	Y/N	1	
Welding Machine	500	Y/N	1		Fire Blanket/Shield		Y/N		
LN25		Y/N	1		Other: <u>CONCRETE</u>	4 1/2	Y/N	2	
Smoke Eater		Y/N			Other:		Y/N		
50ft. lead	600v	Y/N	4		Other:		Y/N		
Torch	200	Y/N	1		Other:		Y/N		

MATERIALS - Description of Materials include rolls of wire and Rod, Epoxy, Sawblades, Etc.	Quantity	Unit

SWINERTON BUILDERS
 CONTRACTOR

 Date 10/6/17
 CONTRACTOR'S REPRESENTATIVE

JAVIER VILMANUEVA
 PRO STEEL ERECTORS, INC. REPRESENTATIVE

 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



SWINERTON

August 17, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn:

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0236r1 RFI 0269.1 Relocate and change plumbing fixtures

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Relocate various plumbing fixtures as described in RFI 269.1

Phase	Category	Description	Subcontractor	Quote
024100	71111	Relocate various plumbing fixtures as described in RFI 269.1. Patch concrete curbs at relocated urinal drains. Labor 16 hrs @ \$75.62= \$ 1209.92 Material \$ 168.15 OH&P \$ 206.71 Total \$ 1584.78	Swinerton	1,584.78
061000	71140	Relocate various plumbing fixtures as described in RFI 269.1- Remove and reinstall wood blocking and backing	ABDELLATIF ENTERPRISES, INC.	2,400.00
061000	71140	Relocate various plumbing fixtures as described in RFI 269.1- Material	ABDELLATIF ENTERPRISES, INC.	400.00
220010	71140	Relocate various plumbing fixtures as described in RFI 269.1	CITY COMMERCIAL PLUMBING, INC.	8,215.00
			Subtotal	12,599.78
007480	71160	Subguard	1.15%	144.90
007410	71160	Builders Risk	0.6%	76.47
007420	71160	General Insurance	1.15%	146.56
007510	71160	P&P Bond	1%	110.15
991000	79999	Change Order Fee	5%	648.39
			Markup Subtotal	1,126.47
			PCI Total	13,726.25

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **13,726.25.**



SWINERTON

Please NOTE:

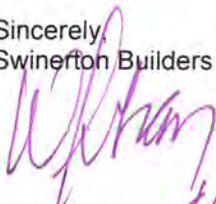
- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders



Date: 4/11/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

August 16, 2017

REVISED: September 11, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#36

DESCRIPTION: RFI#269 - FIXTURE HEIGHT CHANGES PER RFI ISSUED.
THIS HAS NOW BEEN COMPLETED ON TIME AND MATERIAL AS REQUESTED.

TOTAL COST: \$8,215.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 7 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

09/11/2017

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 36

RE: RFI#269 - FIXTURE HEIGHT CHANGES (REVISED FOR T&M AS REQUESTED)

LABOR:	WAGES	HOURS	TOTAL
NEW LABOR RATE AS OF 7/1/17			
GEN FOREMAN	106.84	8.00	854.72
PLUMBER	90.37	52.00	4,699.24
TOTAL LABOR:			5,553.96
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,576.47
LABOR TOTAL:			5,553.96
SUBTOTAL:			7,130.43
OVERHEAD/PROFIT:	15.00%		1,069.56
SUBTOTAL:			8,199.99
TEXTURA FEES:	0.18%		14.76
SUBTOTAL:			8,214.75
			0.00
			8,214.75
ROUND UP/DOWN:			\$8,215.00

NOTES:

EXCLUDES ANY DEMO & PATCH OF CONCRETE.
 SEE SUBMITTAL OF NEW WATER CLOSET FOR APPROVAL WITH THIS CHANGE ORDER.

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 36

RE: RFI#269 - FIXTURE HEIGHT CHANGES (REVISED FOR T&M AS REQUESTED)

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
11	EA	WATER CLOSET CHANGES: ZURN Z5654-BWL 14" WC				
12	EA	KOHLER K-4406-0 WC-3				
-1	EA	KOHLER K-4406-0 WC-1				
-4	EA	KOHLER K-4406-0 WC-3				
-18	EA	KOHLER K-4405-0 WC-4				
NOTE: THE WATER CLOSET COST CHANGES EVEN OUT - N/C SEE SUBMITTAL OF NEW WATER CLOSET FOR APPROVAL						
MATERIAL						1446.30
T&M LABOR COMPLETED:				52.00		
GEN FOREMAN - LAYOUT/COORDINATE				8.00		
LABOR & MATERIAL TOTAL				60.00		1446.30
SALES TAX:					9.00%	130.17
<u>TOTAL MATERIAL COST:</u>						1576.47

JOB 1073 562CORS2: 562 - LEMON...
 ESTIMATE 1 562CORS2: 562 - LEMON...
 DATA SET 2 MECH DATABASE 08-04-17

COR#36
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 8/16/2017 4:59:45 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material	
Category	Item Desc	Size	Qty	Mat Unit	Mat Ext
Section : Section 009: COR#36 - RFI#269 FIXTURE HEIGHT CHANGES					
Category : Category 003: COPPER KLM LEAD FREE					
COPPER KLM LEAD F...	L-HARD TUBE	2"	10	15.96	159.60
COPPER KLM LEAD F...	COUPLING	2"	46	21.53	990.38
COPPER KLM LEAD F...	SOLDER LBS. LEADFREE	Unsize	5	39.48	197.40
COPPER KLM LEAD F...	PRESTOLITE #2 CYL.	Unsize	1	37.44	37.44
COPPER KLM LEAD F...	EVERFLUX-2 OZ. CAN	Unsize	1	9.75	9.75
COPPER KLM LEAD F...	ABRASIVE CLOTH-25YD	Unsize	1	15.13	15.13
Subtotals for Category : Category 003: COPPER KLM LEAD FREE					1,409.70
Category : Category 041: C.I. SOIL NO HUB					
C.I. SOIL NO HUB	HUSKY COUPLING	2"	2	18.30	36.60
Subtotals for Category : Category 041: C.I. SOIL NO HUB					36.60
Subtotals for Section : Section 009: COR#36 - RFI#269 FIXTURE HEIGHT CHANGES					1,446.30
Grand Totals					1,446.30



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cahasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO 36

GENERAL CONTRACTORS REFERENCE #: RFI 269

WORK:
 PENDING
 COMPLETED (Date:)

DATE OF WORK
8/18/17

CUSTOMER ORDER NO. _____ PHONE _____ STARTING DATE
8.18.17

BILL TO SWINERTON BUILDERS ORDER TAKEN BY _____

ADDRESS _____ PROPOSAL ONLY

CITY _____ WORK DONE ON TIME + MATERIAL

JOB NAME AND LOCATION _____ APPROVED EXTRA

LOCATION OF WORK, Rm # 113/126/216/217 N,S,E,W _____

COLUMN LINE LOCATION VARIOUS FLOOR 1st/2nd

DESCRIPTION OF WORK BEGIN LOWERING WATER STUBS - CLAS @ HANDICAP TOILETS / URINALS @ RESTROOMS 1-123/126/216/217 PER RFI 269

LABOR 8 HRS JOURNEYMAN
4 HRS APPRENTICE

WAS DELIVERY TRUCK REQUIRED	QY <u>AN</u>	TOTAL MATERIALS	
WORK ORDERED BY		TOTAL LABOR	
		TAX	
		TOTAL AMOUNT	\$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK. NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE [Signature] 8/18/17
(PH OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: #36

GENERAL CONTRACTORS REFERENCE #: RFI 269

WORK:
 ONGOING
 COMPLETED (Date: _____)

DATE OF WORK:
8/21/17

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>8.18.17</u>
BILL TO <u>SWINERTON</u>	ORDER TAKEN BY <u>Tom Anderson</u>	<input type="checkbox"/> PROPOSAL ONLY
ADDRESS	<input type="checkbox"/> WORK DONE ON TIME + MATERIAL	<input type="checkbox"/> APPROVED EXTRA
CITY		
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>		
LOCATION OF WORK, Rm # _____ N,S,E,W _____		
COLUMN LINE LOCATION _____ FLOOR _____		

DESCRIPTION OF WORK: COMPLETE LOWERING WATER STUD-OUTS @ HANDICAP & AMBULATORY TOILETS @ 1-117. BEGIN DEMO OF CURBS @ URINALS RM 1-117.

LABOR: 8 HRS PLUMBER

WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	TOTAL MATERIALS
WORK ORDERED BY	TOTAL LABOR
	TAX
	TOTAL AMOUNT \$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK. NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE: [Signature] IPM OR SUPERINTENDENT ON JOB

260



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: #36

GENERAL CONTRACTORS REFERENCE #: 269

WORK
 ONGOING
 COMPLETED (Date: / /)

DATE OF WORK
8/22/17

CUSTOMER ORDER NO. _____ PHONE _____ STARTING DATE 8.18.17

BILL TO SWINERTON ORDER TAKEN BY Tom Anderson

ADDRESS _____ PROPOSAL ONLY

CITY _____ WORK DONE ON TIME + MATERIAL

JOB NAME AND LOCATION LEMONWOOD K-8 APPROVED EXTRA

LOCATION OF WORK, Rm # _____ N,S,E,W _____

COLUMN LINE LOCATION _____ FLOOR _____

DESCRIPTION OF WORK TEST WATER PIPING @ ALL LOCATIONS THAT TOILET WATERS WERE LOWERED (RMS 1-123, 120, 216, 217, 116) EXCEPT 1-117 WHERE URINALS ARE STILL BEING DEMO'D & LOWERED CONTINUE DEMO @ 1-117

LABOR 10 HRS PLUMBER

WAS DELIVERY TRUCK REQUIRED Y N

WORK ORDERED BY _____ TOTAL MATERIALS _____

_____ TOTAL LABOR _____

_____ TAX _____

_____ TOTAL AMOUNT \$ _____

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK

NO ONE HOME

TOTAL AMOUNT DUE FOR ABOVE WORK; OR

TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE _____

 PM OR SUPERINTENDENT ON JOB

8/22/17

STATE CONTRACTORS LIC. 565901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: 36

GENERAL CONTRACTORS REFERENCE #: 2691

WORK:
 ONGOING
 COMPLETED (Date:)

DATE OF WORK
8/23/17

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>8.18.17</u>
BILL TO <u>SWINERTON BUILDERS</u>		ORDER TAKEN BY <u>Jon Anderson</u>
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY
CITY		<input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL
<input type="checkbox"/> APPROVED EXTRA		
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>		
LOCATION OF WORK, Rm # <u>1-117</u> N.S.E.W. <u> </u>		
COLUMN LINE LOCATION: <u> </u> FLOOR <u>1st</u>		
DESCRIPTION OF WORK <u>CONTINUE CHANGE ORDER WORK PER RFI 269.1 c Room 1-117 URINALS. LOWERING WASTE, WATER, & BACKING PLATE S.</u>		
LABOR <u>10 HRS PLUMBER</u>		
<u>CODY BOUCHERZ - 8 HRS ✓</u>		
<u>Jon Anderson - 2 HRS ✓</u>		
TOTAL MATERIALS		
TOTAL LABOR		
TAX		
TOTAL AMOUNT		\$
WAS DELIVERY TRUCK REQUIRED: <input type="checkbox"/> Y <input type="checkbox"/> N		
WORK ORDERED BY		

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK

NO ONE HOME

TOTAL AMOUNT DUE FOR ABOVE WORK, OR

TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE

(PH OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 36590



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

GCP CHANGE ORDER #: 36

GENERAL CONTRACTORS REFERENCE #: 269.1

WORK
 ONGOING
 COMPLETED (Date: 8, 24, 17)

DATE OF WORK
8/24/17

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>8, 18, 17</u>
BILL TO <u>SWANERTON BUILDERS</u>		ORDER TAKEN BY <u>Tom Anderson</u>
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY
CITY		<input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>		<input type="checkbox"/> APPROVED EXTRA
LOCATION OF WORK, Rm # _____ N,S,E,W _____		
COLUMN LINE LOCATION _____ FLOOR _____		
DESCRIPTION OF WORK <u>COMPLETE CHANGE ORDER WORK ON RFI 269.1 @ RESTROOMS 1-116, 117, 123, 126, 216, & 217</u>		
LABOR <u>12 HRS PLUMBER</u>		
<u>TOM ANDERSON - 6 HRS ✓</u>		
<u>ALFONSO EUDAVE 6 HRS ✓</u>		
TOTAL MATERIALS		
TOTAL LABOR		
TAX		
TOTAL AMOUNT		\$
WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N		
WORK ORDERED BY		

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK. NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE Tom Anderson 8/24/17
 (PRINT OR SUPERINTENDENT ON JOB)



January 11, 2018

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0247 Field modify Sun Shade brackets per RFI 227-227.2

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Field modify previously constructed sunshade mounting per architects direction to coincide with RFI 227-227R2

Phase	Category	Description	Subcontractor	Quote
051200	71140	Modify sunshade mounting per architects direction to coincide with RFI 227-227R2	BECK STEEL, INC.	11,875.00
061000	71140	Modify sunshade mounting per architects direction to coincide with RFI 227-227R2	ABDELLATIF ENTERPRISES, INC.	2,033.00
			Subtotal	13,908.00
007480	71160	Subguard	1.15%	159.94
007410	71160	Builders Risk	0.6%	84.41
007420	71160	General Insurance	1.15%	161.78
007510	71160	P&P Bond	1%	139.08
991000	79999	Change Order Fee	5%	715.71
			Markup Subtotal	1,260.92
			PCI Total	15,168.92

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **15,168.92.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to be "W. Ryan", is written over the printed name "Swinerton Builders".

Date: 1/11/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00227

RFI 00227 Backing Detail for Corrugated Metal Panel at Classroom Bldg.

To:	SVA ARCHITECTS, INC.	RFI Date:	03/03/2017
Attention:	Tom Bardwell	Date Due:	03/10/2017
CC:	Marlene Hickle	RFI Type:	Architectural
	Paul Vernier	Priority:	High
	Dick Jones	Schedule/Activity ID:	
	Nalani Scanlon	Document Reference:	A-64.5
		Spec Section:	
		Status:	Returned

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

INFORMATION REQUESTED:

Requested By: Francisco Cancino

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

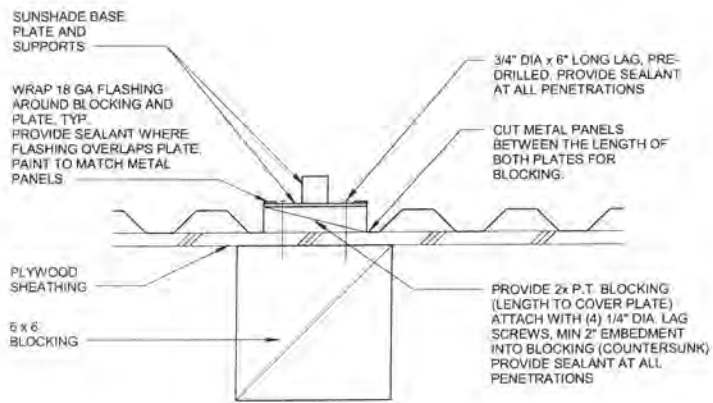
Answered By: Tom Bardwell

Date of Response: 04/24/2017

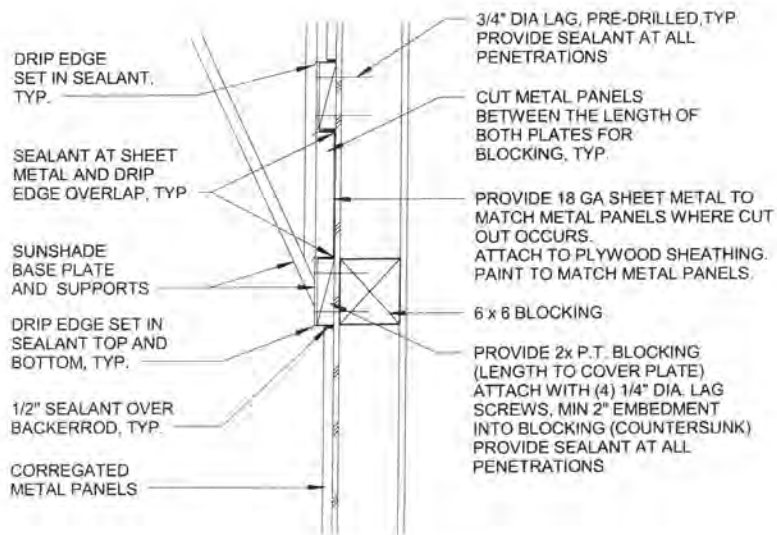
See attached sketches for metal panel sunshade brace attachment to wall.

ATTACHMENTS:

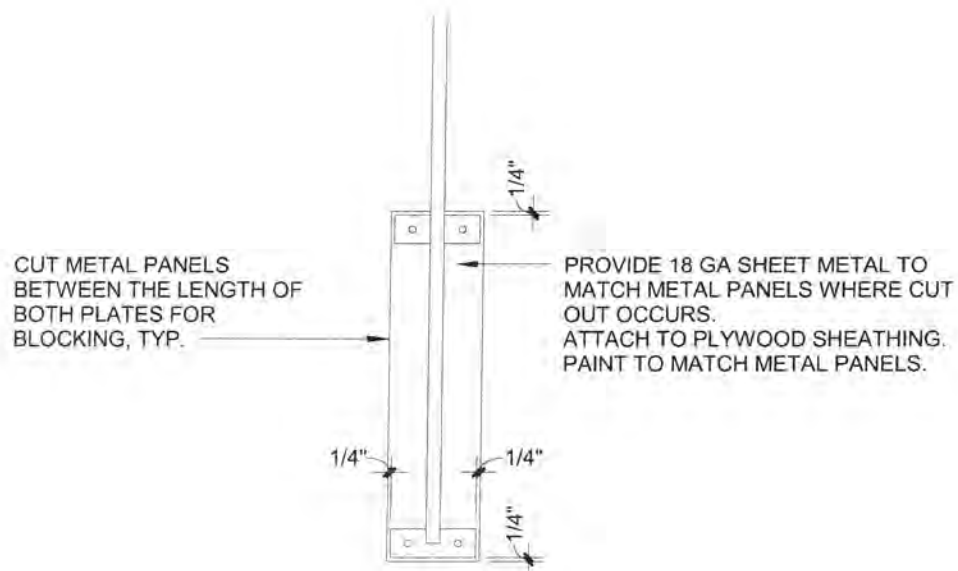
SUN SCREEN BRACE SKETCHES



SUN SCREEN BRACE PLAN



SUN SCREEN BRACE SECTION



SUN SCREEN BRACE ELEVATION



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00227.1

To:	SVA ARCHITECTS, INC.	RFI Date:	05/01/2017
Attention:	Tom Bardwell	Date Due:	03/10/2017
CC:	Chris Yafuso	RFI Type:	Architectural
	Paul Vernier	Priority:	High
	Dick Jones	Schedule/Activity ID:	
	Christopher Barbato	Document Reference:	A-64.5
		Spec Section:	
		Status:	Returned

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

The attached details per RFI response 227 would only be applicable at H, 1 and 3 line. Please see attached waterproofing recommendation and confirm if this is acceptable. Please provide details for sunshades above windows.

ANSWER:

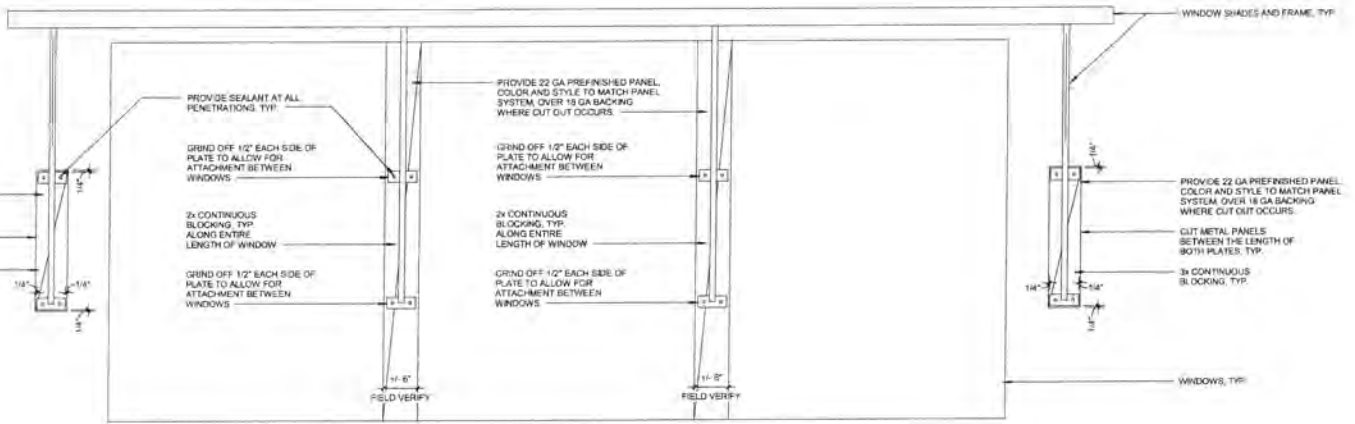
Answered By: Tom Bardwell

Date of Response: 05/18/2017

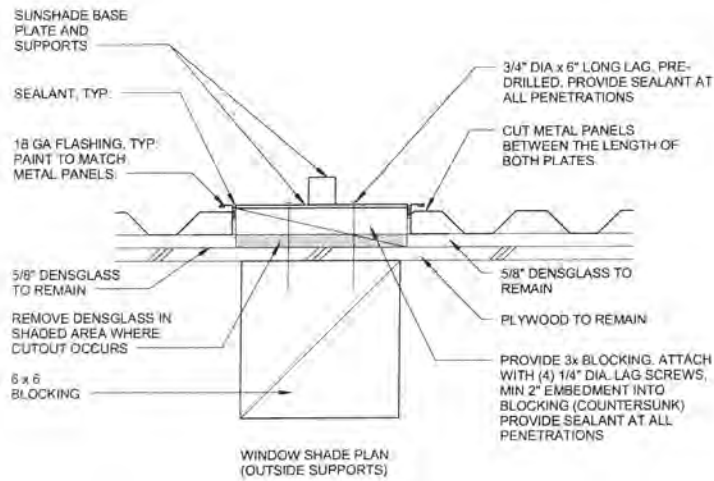
Waterproof recommendation is acceptable for sun shades at parapet, see revised sketches. See attached sketches for window shade attachments to corrugated metal panels and between windows.

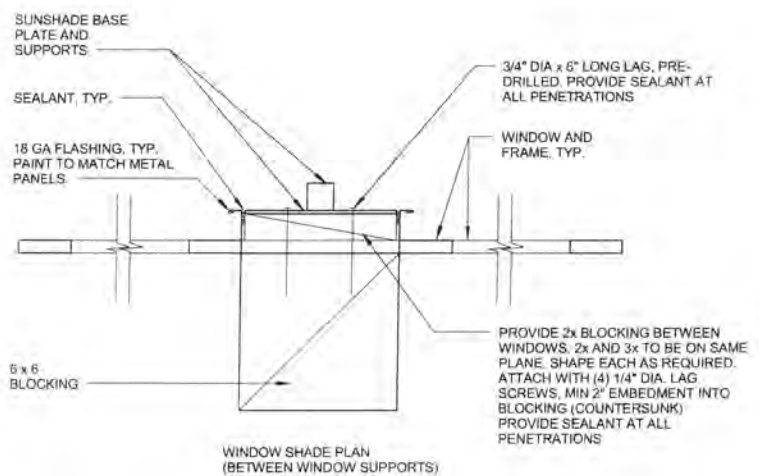
ATTACHMENTS:

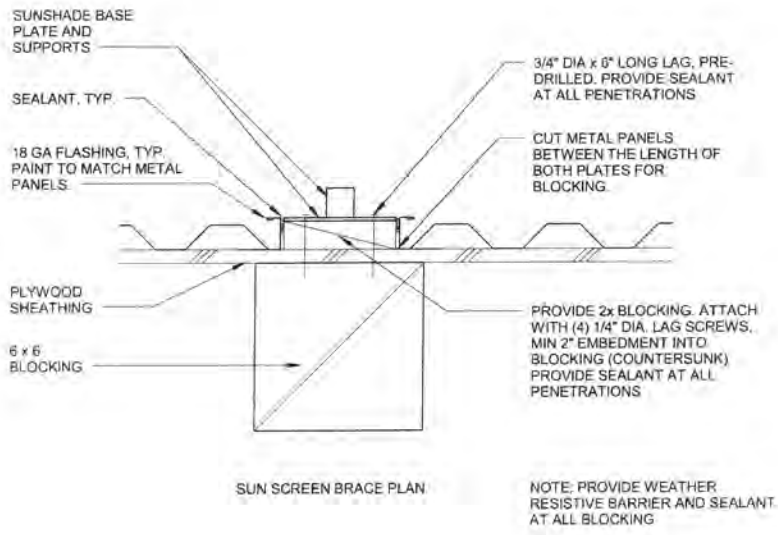
SUN SCREEN BRACE SKETCHES
RFI 227.1
RFI 227.1 sketches
RFI 227.1 window shade sketches

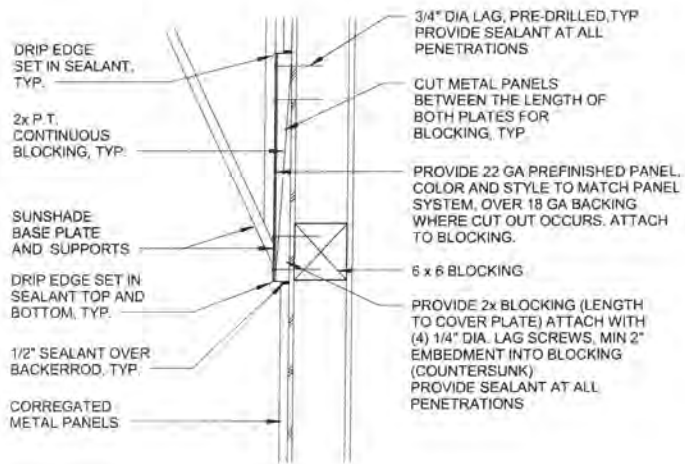


WINDOW SHADE ELEVATION



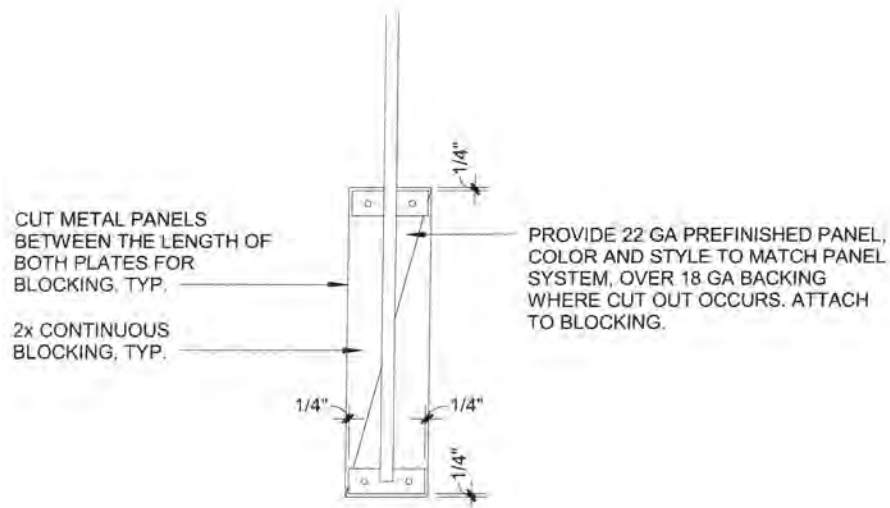






SUN SCREEN BRACE SECTION

NOTE: PROVIDE WEATHER RESISTIVE BARRIER AND SEALANT AT ALL BLOCKING



SUN SCREEN BRACE ELEVATION

NOTE: PROVIDE WEATHER RESISTIVE BARRIER AND SEALANT AT ALL BLOCKING



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00227.2

To:	SVA ARCHITECTS, INC.	RFI Date:	09/01/2017
Attention:	Tom Bardwell	Date Due:	03/10/2017
CC:	Chris Yafuso	RFI Type:	Architectural
	Paul Vernier	Priority:	High
	Dick Jones	Schedule/Activity ID:	
	Christopher Barbato	Document Reference:	A-64.5
		Spec Section:	
		Status:	Returned

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Detail 7 on sheet A-64.5 please confirm that it is acceptable to use the (2) 3/4" lag rather than 1/4".

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

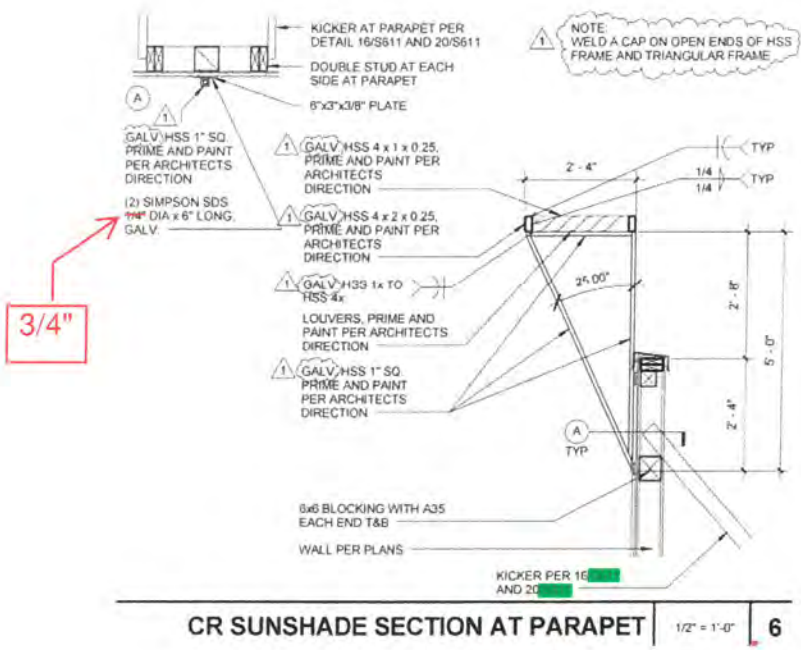
Answered By: Tom Bardwell

Date of Response: 09/13/2017

Structurally confirmed to use 3/4" diameter lag screws through the plaster.
PSE-09/13/17

ATTACHMENTS:

SUN SCREEN BRACE SKETCHES
RFI 227.1
RFI 227.1 sketches
RFI 227.1 window shade sketches
Document1
Memo Style



3/4"

A64.5

Nalani Scanlon

From: Tom Bardwell <tbardwell@sva-architects.com>
Sent: Wednesday, August 30, 2017 11:38 AM
To: Christopher Barbato
Cc: Nalani Scanlon; 'Paul Vernier (vernierinspection@sbcglobal.net)'
Subject: FW: Lemonwood classroom sunshades

Chris,

Please see email below from David regarding the sun shades at CR windows screw attachment per our discussion yesterday.

Thanks,

Tom Bardwell
Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: David Chieng [<mailto:dchieng@petrastructural.com>]
Sent: August 30, 2017 11:27 AM
To: Tom Bardwell <tbardwell@sva-architects.com>
Cc: Peter Sarkis <psarkis@petrastructural.com>
Subject: RE: Lemonwood classroom sunshades

Tom,

The 3/4" diameter screw was because there was a the piece of small blocking on the exterior side of the corrugated siding to deal w/ the corrugations. The small piece of blocking cannot be counted on for structural support of the screw so it creates add'l loads on the screws until the embedment in the interior blocking.

Seems like in the condition below is similar w/ the plaster acting as the element that creates the gap like the small piece of blocking so we would advise using the same 3/4" screw as well.

Thanks,
David

From: Tom Bardwell [<mailto:tbardwell@sva-architects.com>]
Sent: Wednesday, August 30, 2017 10:47 AM
To: David Chieng <dchieng@petrastructural.com>
Cc: Peter Sarkis <psarkis@petrastructural.com>
Subject: Lemonwood classroom sunshades

David,

Please see attached sheet for reference. Based on the conversation with the contractor, he is concerned with the sun shade attachments specified on detail 7 into the plaster walls above the windows. (2) ¼" dia SDS x 6" long, so there will be 2 per plate, a total of 8 screws holding this sun shade to the wall. The sun screen on the parapets (detail 6) were at some point changed to ¾" dia. screws. (probably an RFI).

Do you feel that the sun shades around the windows in the plaster wall should follow the same ¾" screw diameter?

Thanks,


Tom Bardwell

Project Lead



SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



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ARCHITECTS



August 31, 2017

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

BCP# 15

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #227, #227.1; drill out holes in frame plates, lag bolt and silicone holes. Cut and trim plates. See attached COR 28.

The scope of the change is as follows:

Detailing	\$0
Engineering	\$0
Material	\$0
Joists	\$0
Deck	\$0
Other Buyouts: lag bolts and silicone	\$200
Fab Farmout	\$0
Freight	\$0
Tax on Material	\$0
	<hr/>
Subtotal:	\$200
15% Markup:	\$30
Total Field Cost per Attached:	\$11,090
	<hr/>
5% OH&P	\$555
Total Change Order Request:	\$11,875

Requested Change in Subcontract Time due to this change (Work Days)

5

The requested extension to the Subcontract Schedule reflects 0 additional days for fabrication and 5 for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf
Project Manager
Beck Steel, Inc.
(909) 376-9119



PRO STEEL ERECTORS, INC.

180 South First Street Ste 13

Dixon, Ca. 95620

(714) 465-5354

(830) 463-6013 fax

August 29, 2017

Shift 1 Rate

Beck Steel, Inc
401 N. Loop 289
Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

COR # 28

RFI # 227 / 227.1

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

Receive material and install for (25) Outriggers, Rework each Corner due to pop out around corrugated metal Open up holes to 13/16". Field fabricate Jig, Cut off 1/2" from each side on outriggers around windows (8), Change screws from 1/4" SDS screw no predrill to 3/4" Lag with Predrill with sikaflex seal, Rework corners where Bump Out blocking to get by corrugated panel. All Material provided by others. Excludes other Outrigger modification to frames if needed to fit.

General Foreman Shift 1		0 mh @	\$ 93.77 /mh	\$ -
Ironworker Foreman Shift 1		40 mh @	\$ 89.17 /mh	\$ 3,566.80
Journeyman Ironworker Shift 1		40 mh @	\$ 84.98 /mh	\$ 3,399.20
		80		\$ 6,966.00
	Qty	Unit		
Steel Trade Consumables			\$ 3.87 /hr	\$ 309.60
Small Tools			\$ 3.04 /hr	\$ 243.20
Safety Equipment			\$ 2.15 /hr	\$ 172.00
Field Truck			\$ 30.00 /hr	\$ 1,200.00
Weld Std	1	20.00 /hr	\$ 26.40 /hr	\$ 528.00
Torch Setup	1	15.00 /hr	\$ 15.00 /hr	\$ 225.00
			Sub Total	\$ 9,643.80
			Markup 15%	\$ 1,446.57
			Total	\$ 11,090.37

Days added to the schedule **5 work days**
REMOBILIZATION LOST PRODUCTIVITY: **0 work days**

Exclusions and conditions are similar to those for existing contract work.
Sub and Travel must be added to this Change.
Please call if you have any questions or concerns.

Sincerely,
PRO STEEL ERECTORS, INC.

Dan Moore



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00227

RFI 00271 Backing Detail for Corrugated Metal Panel at Classroom Bldg

To:	SVA ARCHITECTS, INC.	RFI Date:	03/03/2017
Attention:	Tom Bardwell	Date Due:	03/10/2017
CC:	Marlene Hickle	RFI Type:	Architectural
	Paul Vernier	Priority:	High
	Dick Jones	Schedule/Activity ID:	
	Nalani Scanlon	Document Reference:	A-64.5
		Spec Section:	
		Status:	Returned

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

INFORMATION REQUESTED:

Requested By: Francisco Cancino

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

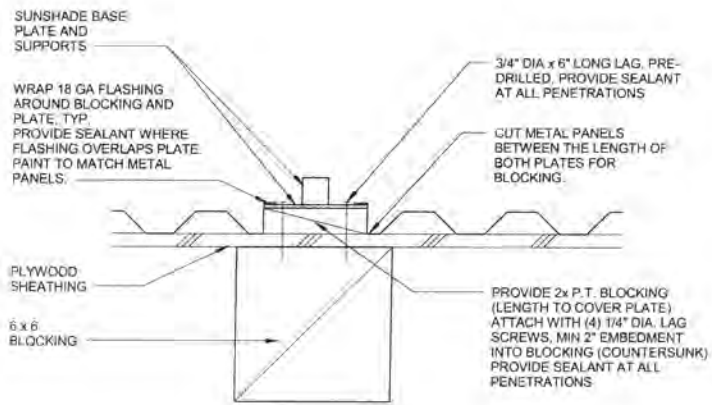
Answered By: Tom Bardwell

Date of Response: 04/24/2017

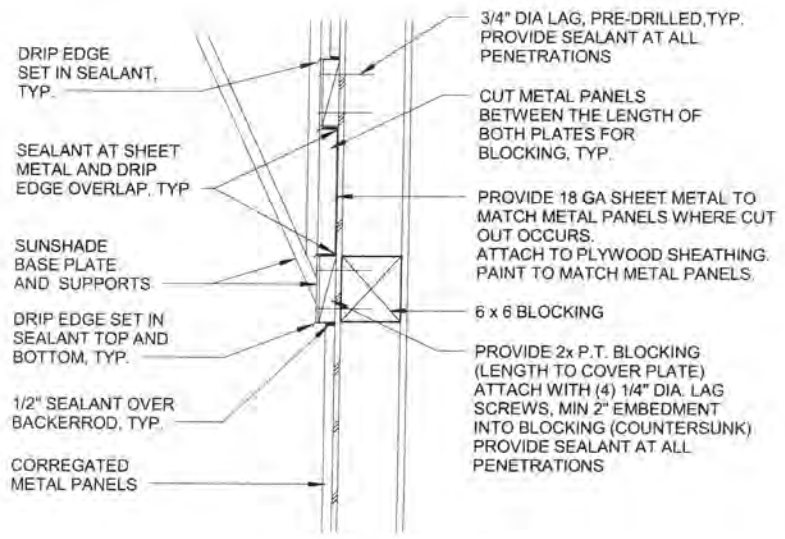
See attached sketches for metal panel sunshade brace attachment to wall.

ATTACHMENTS:

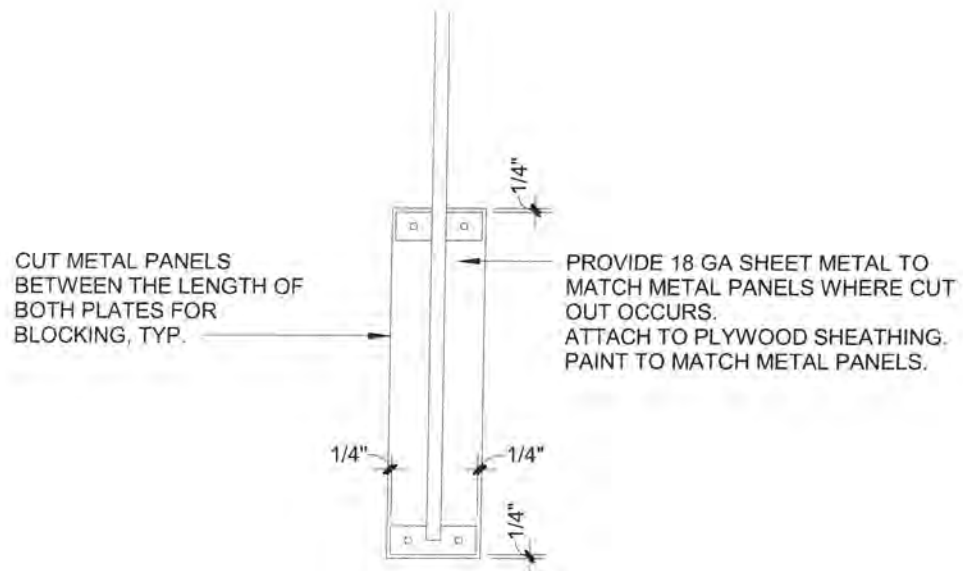
SUN SCREEN BRACE SKETCHES



SUN SCREEN BRACE PLAN



SUN SCREEN BRACE SECTION



SUN SCREEN BRACE ELEVATION



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00227.1

To:	SVA ARCHITECTS, INC.	RFI Date:	05/01/2017
Attention:	Tom Bardwell	Date Due:	03/10/2017
CC:	Chris Yafuso	RFI Type:	Architectural
	Paul Vernier	Priority:	High
	Dick Jones	Schedule/Activity ID:	
	Christopher Barbato	Document Reference:	A-64.5
		Spec Section:	
		Status:	Returned

Subject: Backing Detail for Corrugated Metal Panel at Classroom Bldg.

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Details 6 & 7 on sheet A-64.5 do not show any information regarding backing at corrugated metal panels for sunshade connection. Please provide backing detail for sunshade connection at corrugated metal panels.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

The attached details per RFI response 227 would only be applicable at H, 1 and 3 line. Please see attached waterproofing recommendation and confirm if this is acceptable. Please provide details for sunshades above windows.

ANSWER:

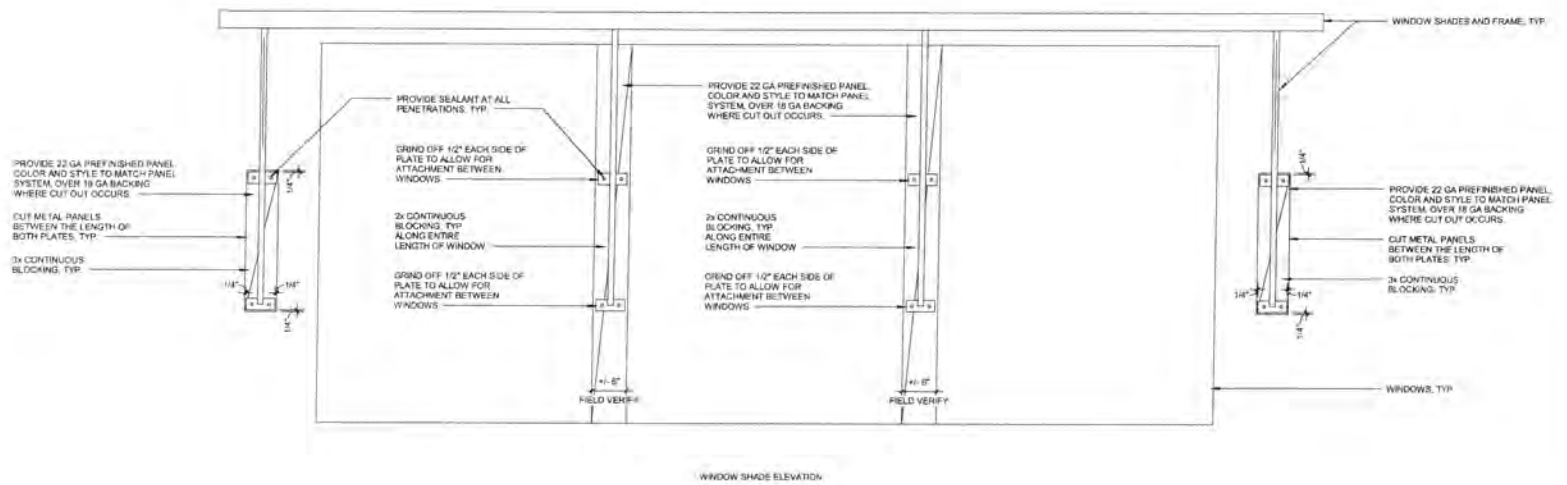
Answered By: Tom Bardwell

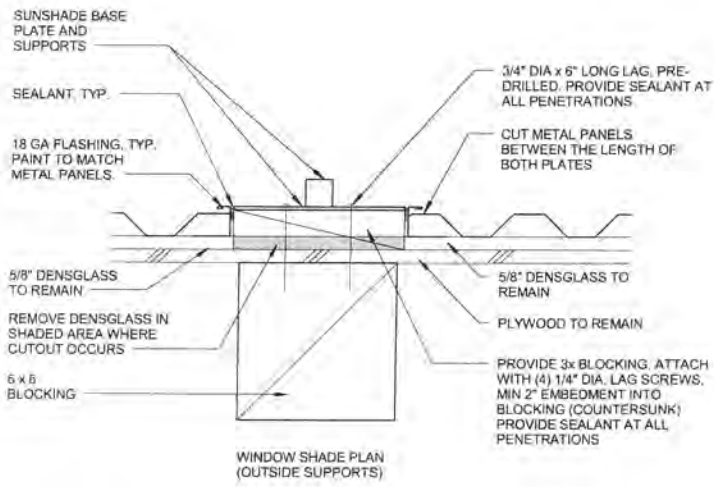
Date of Response: 05/18/2017

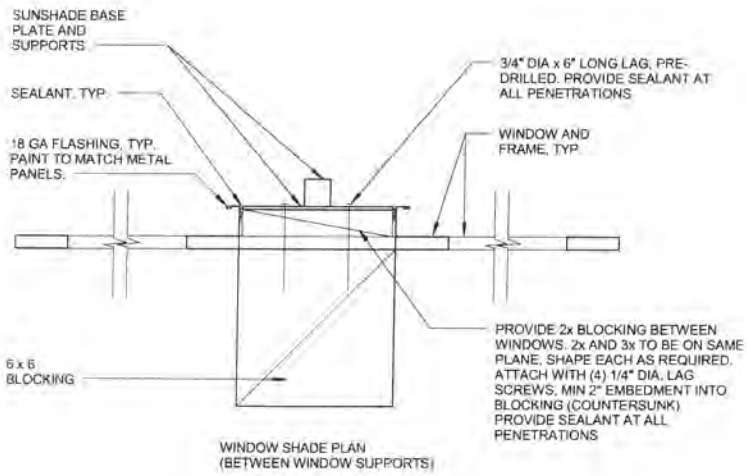
Waterproof recommendation is acceptable for sun shades at parapet, see revised sketches. See attached sketches for window shade attachments to corrugated metal panels and between windows.

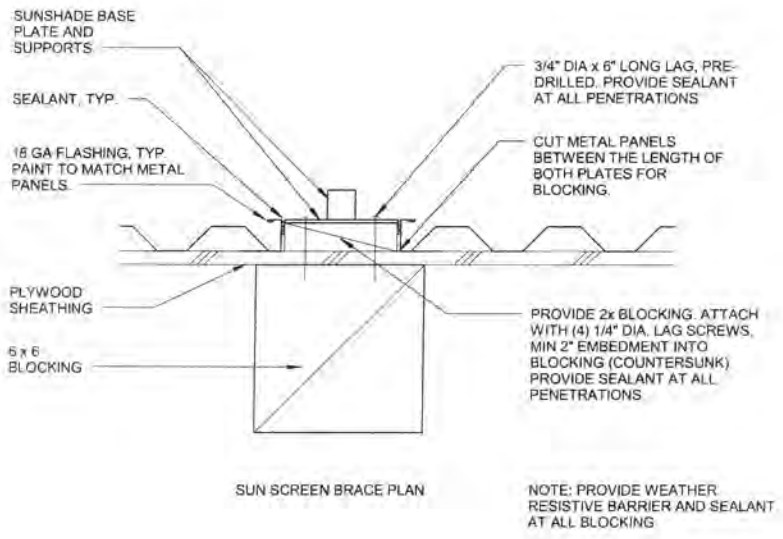
ATTACHMENTS:

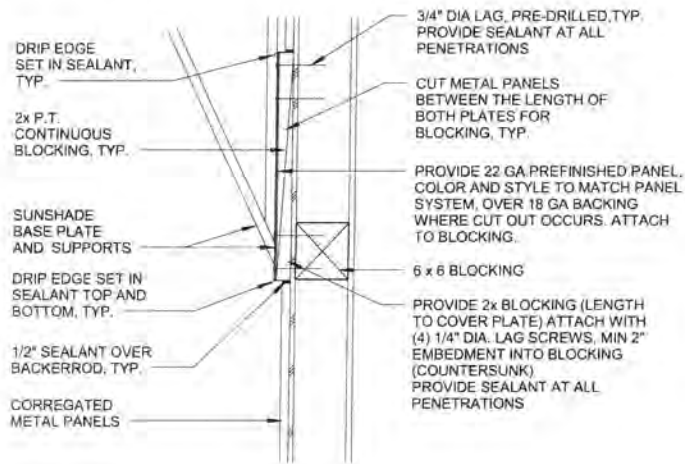
SUN SCREEN BRACE SKETCHES
RFI 227.1
RFI 227.1 sketches
RFI 227.1 window shade sketches





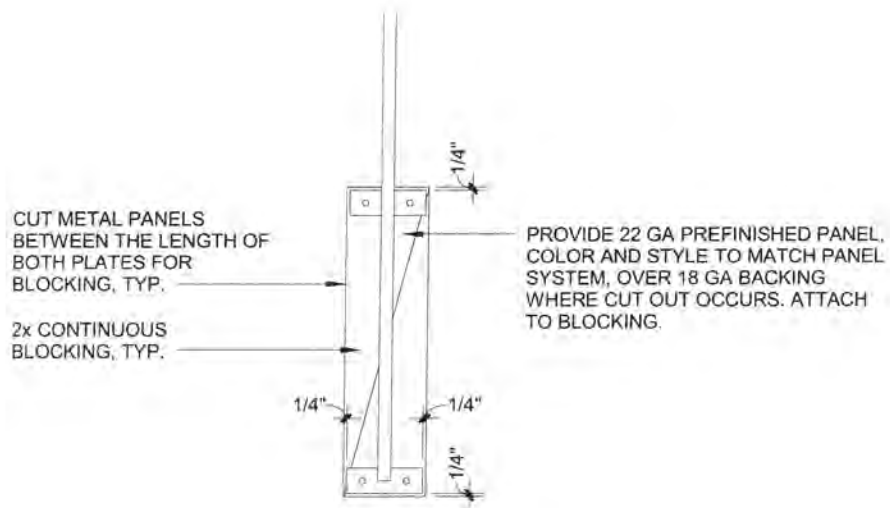






SUN SCREEN BRACE SECTION

NOTE: PROVIDE WEATHER RESISTIVE BARRIER AND SEALANT AT ALL BLOCKING



SUN SCREEN BRACE ELEVATION

NOTE: PROVIDE WEATHER RESISTIVE BARRIER AND SEALANT AT ALL BLOCKING



Lemonwood Change Order 30

Additional Cost associated with RFI 227.

Description: Cut drywall at 19 locations and add 2 x 6 1/2" nailer with 8 SDS screws each block.

Labor						
9	hours	Cut drywall and rip material	Rate	\$ 70.49	hour	\$ 634.41
10	hours	Install 2x and SDS screws		\$ 70.49	hour	\$ 704.90
2	hours	Coordination and supervision		\$ 70.49	hour	\$ 140.98
Material						
40	lf	2x8 DF Pressured Treated		\$ 2.04	LF	\$ 81.60
1	pc	4'x8'x5/8" CDX PT		\$ 45.15		\$ 45.15
152	pc	1/4"x6" SDS screws		\$ 0.92		\$ 139.84
Subtotal						\$ 1,746.88
Profit and Overhead			15%			\$ 262.03
Material Tax						\$ 23.73
Change order Total						\$ 2,033



SWINERTON

January 13, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0250 Modify door location in Room 229 due to fire sprinkler riser conflict

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Remove door frame, electrical conduit and boxes to accommodate relocation of door 1-229 due to conflict with fire sprinkler riser in room 1-229.

Phase	Category	Description	Subcontractor	Quote
061000	71140	Reframe wall to new door location	ABDELLATIF ENTERPRISES, INC.	502.44
092900	71140	Relocate door 1-229 between rooms 1-204 and 1-229 due to conflict with fire sprinkler riser. Remove door frame and re-install in new location and rehang drywall	RUTHERFORD CO., INC.	2,491.00
260010	71140	Relocate door 1-229 between rooms 1-204 and 1-229 due to conflict with fire sprinkler riser. Remove and relocate conduit and electrical boxes.	TAFT ELECTRIC COMPANY	892.00
			Subtotal	3,885.44
007480	71160	Subguard	1.15%	44.68
007410	71160	Builders Risk	0.6%	23.58
007420	71160	General Insurance	1.15%	45.20
007510	71160	P&P Bond	1%	38.85
991000	79999	Change Order Fee	5%	199.95
			Markup Subtotal	352.26
			PCI Total	4,237.70

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,237.70.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to



SWINERTON

show the effect of this revision on the final project completion date..

- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/13/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Change Order #

37

DATE: July 22, 2017

PROJECT: Lemonwood K-8 School LLB

Cost proposal associated with RFI 283

Description: Move door frame opening to the south in Room 1-229 per RFI

Description	Qty	Unit	Unit Price	Extension
2x6x16 DF #1 KD	6	pc	\$ 16.98	\$ 101.88
6x6x5 DF #1 KD	1	pc	\$ 28.00	\$ 28.00
Material Subtotal				\$ 129.88
Material Sales Tax				\$ 12.66
Material Delivery				\$ -
Material Total				\$ 142.54
Journeyman Labor	4		\$ 73.59	\$ 294.36
Subtotal				\$ 436.90
Profit & Overhead	15%			\$ 65.54
Total Change Order				\$ 502.44

**Rutherford Co., Inc.**

2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	08/24/17
RCI Job #:	16-075
RCI COR #:	060
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL****DESCRIPTION OF WORK:**

OTP#28139: We removed door frame, insulation, and drywall from door wall.

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	9	HRS	\$	681.84
	Regular-Foreman	\$0.00	0	HRS	\$	-
	Regular-Superintendent	\$0.00	0	HRS	\$	-
	Safety/QC Manager	\$0.00	0	HRS	\$	-
	Overtime-Journeyman	\$0.00	0	HRS	\$	-
	Doubletime-Journeyman	\$0.00	0	HRS	\$	-
MATERIAL		\$0.00	0	Tax	\$	-
EQUIPMENT		\$0.00				
		\$0.00	0	Day	\$	-
		\$0.00	0	Day	\$	-
SCAFFOLD		\$0.00	0	Day	\$	-
SUBS/MISC.						
FREIGHT/DELIVERY		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
SUBTOTAL					\$	681.84
15.0% OHP MARKUP					\$	102.28
COR TOTAL:					\$	784

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

RUTHERFORD CO INC

Lath/Plaster/Drywall/Fireproofing/EIFS
2107 Crystal Street
Los Angeles, California 90039
Telephone (323) 666.5285

ORDER TO PROCEED NO.: 28139

DATE: 8-8-17

RCI EMPLOYEE: Don Elder

CO #60

AUTHORIZATION FOR EXTRA WORK

PROJECT: Lemonwood JOB NO.: 16-075

LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
<u>Rm 229</u>		THRU	

DESCRIPTION:

Per. Chris we were to remove Door frame, insulation and Drywall from Door wall. Door frame was being re located to make rm for main Riser.

R.F.I. 283

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
<u>2</u>	<u>4 HRS</u>	<u>8 HRS</u>	
<u>1</u>	<u>1 HR</u>	<u>1 HR</u>	
TOTAL MEN:		TOTAL:	
		<u>9 HRS</u>	

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

TRUCKING _____ SCISSOR LIFTS _____ FIREPROOF PUMPS _____
WELDERS _____ CEMENT PUMPS _____ MIXERS _____
COMPRESSORS _____ FORKLIFTS _____ SCAFFOLD _____
ROLLING UNITS _____

Verify T.E.M. only

WORK ACCEPTED & COMPLETED

WORK ONGOING

AUTHORIZED SIGNER: [Signature]

CONTRACTOR: Swington

DATE: 8/15/17

PRINTED NAME: Chris Barbato

RCI COR#



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	08/24/17
RCI Job #:	16-075
RCI COR #:	059
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

DESCRIPTION OF WORK:

OTP#29602: We rehung drywall and re-taped wall at Rm 229

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	18	HRS	\$	1,363.68
	Regular-Foreman	\$0.00	0	HRS	\$	-
	Regular-Superintendent	\$0.00	0	HRS	\$	-
	Safety/QC Manager	\$0.00	0	HRS	\$	-
	Overtime-Journeyman	\$0.00	0	HRS	\$	-
	Doubletime-Journeyman	\$0.00	0	HRS	\$	-
	MATERIAL			0	Tax	\$
EQUIPMENT		\$0.00	0	Day	\$	-
		\$0.00	0	Day	\$	-
SCAFFOLD		\$0.00	0	Day	\$	-
SUBS/MISC.						
FREIGHT/DELIVERY		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
SUBTOTAL					\$	1,484.68
15.0% OHP MARKUP					\$	222.70
COR TOTAL:					\$	1,707

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

ORDER TO PROCEED NO.: 29602

RUTHERFORD CO INC

Lath/Plaster/Drywall/Fireproofing/EIFS
2107 Crystal Street
Los Angeles, California 90039
Telephone (323) 666.5285

DATE: 8-9-17

RCI EMPLOYEE: Don Eder

CO#59

AUTHORIZATION FOR EXTRA WORK

PROJECT: Lemonwood 100

JOB NO.: 16-075

LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
Class Rms		THRU	

DESCRIPTION:

Per. Chris w. th Swinerton we were to rehang dry wall and re tape wall at Rm 229. Wall was re framed to make room for main Riser.

R.F.I. 283

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
2	4 HRS	8 HRS	64 pcs 4'x12' 5/8 Drywall
1	8 HRS	8 HRS	1 Box TNT
1	2 HRS	2 HRS	1 Roll Paper Tape
TOTAL MEN:		TOTAL:	
		18 HRS	

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

TRUCKING	SCISSOR LIFTS	FIREPROOF PUMPS
WELDERS	CEMENT PUMPS	MIXERS
COMPRESSORS	FORKLIFTS	SCAFFOLD
ROLLING UNITS		

VERIFY T.M ONLY

WORK ACCEPTED & COMPLETED

WORK ONGOING

AUTHORIZED SIGNER:



CONTRACTOR: Swinerton

DATE: 8/15/17

PRINTED NAME: Chris Barbato

RCI COR#



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 062 **Date:**

To: Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From: Matt Gobuty Taft Electric Company P.O. Box 3416 Ventura, CA 93006
---	---

Description	Category	Status
Rm 229 Device Relocation		submitted

Reference	Required By	Days Req	Amt Req
		0	892

Notes

We are submitting the above cost to reloacte a light switch and receptacles in room 229 due to door swing change. See attached charge accumulation.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____
 Name _____ Date _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241 TEC COR#: 62

COR DESCRIPTION: Rm 229 Door Swing CUST RFP#:
DATE: 8/4/2017

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest	\$31.32	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOTAL	\$31.32	0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	10.00	\$84.42	\$844.20
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	SUBTOTAL LABOR		\$844.20
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
	SUBTOTAL LABOR		\$844.20
	TOTAL LABOR		\$844.20

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$2.43
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$33.75
15.00%	OVERHEAD & PROFIT	\$5.06
	TOTAL TAKEOFF MATERIAL	\$38.81

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
	SUBTOTAL DJE	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL DJE	\$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

CHANGE REQUEST SUMMARY	
TAKEOFF MATERIAL	\$38.81
QUOTED MATERIAL	\$0.00
SUBCONTRACTORS	\$0.00
LABOR EXPENSES	\$844.20
DIRECT JOB EXPENSES	\$0.00
SUBTOTAL CHANGE REQUEST	\$883.01
0.00%	\$0.00
0.00%	\$0.00
1.00%	BOND COSTS \$8.83
CHANGE PROPOSAL TOTAL	\$892



TFT ELECTRIC COMPANY
 ELECTRICAL CONTRACTORS
 HOME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121
 P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE
 NO. 772245

Date Ordered August 1, 2017 Date Completed 8/2/2017
 Job No. 2241 W.O. No. _____
 Job Name LEMONWOOD F.A. No. _____
 Address _____

- CHARGE ACCUMULATION -

relocate light switch and receptacles in rm 229 due to door swing change

MATERIAL	QUANTITY	UNIT PRICE	PER	EXTENSION
1/2" emt	50ft			
#12 thhn	100ft			
4scd box	2			

Date	Description	Hours	Rate	Amount
8/1	milke hanson	3		
8/2	garret rogers	7		
TOTAL LABOR CHARGE				
TOTAL EQUIPMENT CHARGE				

Date	Name	Hours	Rate	Amount
8/1	milke hanson	3		
8/2	garret rogers	7		
TOTAL LABOR CHARGE				
TOTAL EQUIPMENT CHARGE				

Above work authorized by the undersigned, charges therefore to be billed to the undersigned for payment on regular 30 day terms.

[Signature]
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFI

Labor Level: TAFI

12 Jan 2018 10:23:57

Region: COR 062 RM229 DOOR

Item #	Qty	U/M	Q/M	Size	Description
10046	50	FT	M	1/2	EMT
70029	100	FT	M	12	THHN/THWN CU (SOL)
150050	1	EA	M	2-1/8"D 30.3-CI	4"SQ TS BRKT RX CLMP

Material Unit	Material Result
0.3175	15.88
0.1212	12.12
3.3200	3.32
Phase Totals:	31.32

Job Totals: 31.32

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com



October 9, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0251 Revised site lighting concrete footing

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish pad type footing as detailed in drawing provided by SVA Architects 10-04-17 in lieu of caisson type footing at infiltration trench area. Footing as designed will not support light poles due to infiltration trench gravel

Phase	Category	Description	Subcontractor	Quote
321313	71140	Furnish pad type footing in lieu of caisson type footing at infiltration trench area. Footing as designed will not support light poles due to infiltration trench gravel	SANTA CLARITA CONCRETE	10,740.42
321313	71140	Furnish pad type footing in lieu of caisson type footing at infiltration trench area. Footing as designed will not support light poles due to infiltration trench gravel	VISTA STEEL COMPANY	2,856.00
			Subtotal	13,596.42
007480	71160	Subguard	1.15%	156.36
007410	71160	Builders Risk	0.6%	82.52
007420	71160	General Insurance	1.15%	158.16
007510	71160	P&P Bond	1%	135.96
991000	79999	Change Order Fee	5%	699.67
			Markup Subtotal	1,232.67
			PCI Total	14,829.09

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: 14,829.09.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within 5 days of its issuance.

- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

Bill Gray
10/09/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-003
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	10/6/17
REFERENCE	Revised Detail attached

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of larger light pole footings per the attached detail provided by Swinerton.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
Attached Dwg	Original footing (Credit)	Site	10/6/17	Foundation	Light Pole	R	7	Ea	\$1,000.00	-\$7,000.00
Attached Dwg	New footing	Site	10/6/17	Foundation	Light Pole	R	7	Ea	\$2,130.00	\$14,910.00
Attached Dwg	Backfill/Compact 40 CF each	Site	10/6/17	Laborer	Journeyman	R	14	Hrs	\$84.96	\$1,189.50
Attached Dwg	Backfill/Compact 40 CF each	Site	10/6/17	Equipment	Whacker	R	1	Ea	\$240.00	\$240.00

EXCLUSIONS/QUALIFICATIONS

Price assumes work to be done concurrently with other work.
 Separate mobilization will require additional costs.
 Original footing: 20/S3.3 26" dia x 8' tall - approx 2.1 yard/footing
 New footing: 16"x9.5x9.5 approx. 4.5 Cyd each
 New versus Old - 213% increase in material and excavation. Additional backfill.
 Backfill and compact - 2 men approx 1 footing/hour
 Soil haul off additional excavation time included in cost delta

EXTENSION OF CONTRACT DURATION-->

5 DAYS

SUB-TOTAL	\$9,339.50
P&O	\$1,400.92
TOTAL FOR THIS COR	\$10,740.42

VISTA Steel Company

October 9, 2017

SWINERTON BUILDERS
 17731 MITCHELL N. #200
 IRVINE, CA 92614

Project: LEMONWOOD K-8

Re: **VT1793**
CC#2

Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

CC# 2	Cost difference & breakdown of changing 7 Light Standards Caissons to Footing Pads per Bill Gray w/Swinerton			
	QTY	UOM		
Fabricated material	1,048	LBS	\$	765.04
Detailing	1.00	HRS	\$	85.00
Cartage	0.00	HRS	\$	-
Installation	16	HRS	\$	1,408.00
Subsistance	0	DAYS	\$	-
Accessories		LS	\$	-
SUBTOTAL			\$	2,258.04
Overhead 15%			\$	338.71
SUBTOTAL			\$	2,596.75
Profit 10%			\$	259.67
TOTAL			\$	2,856

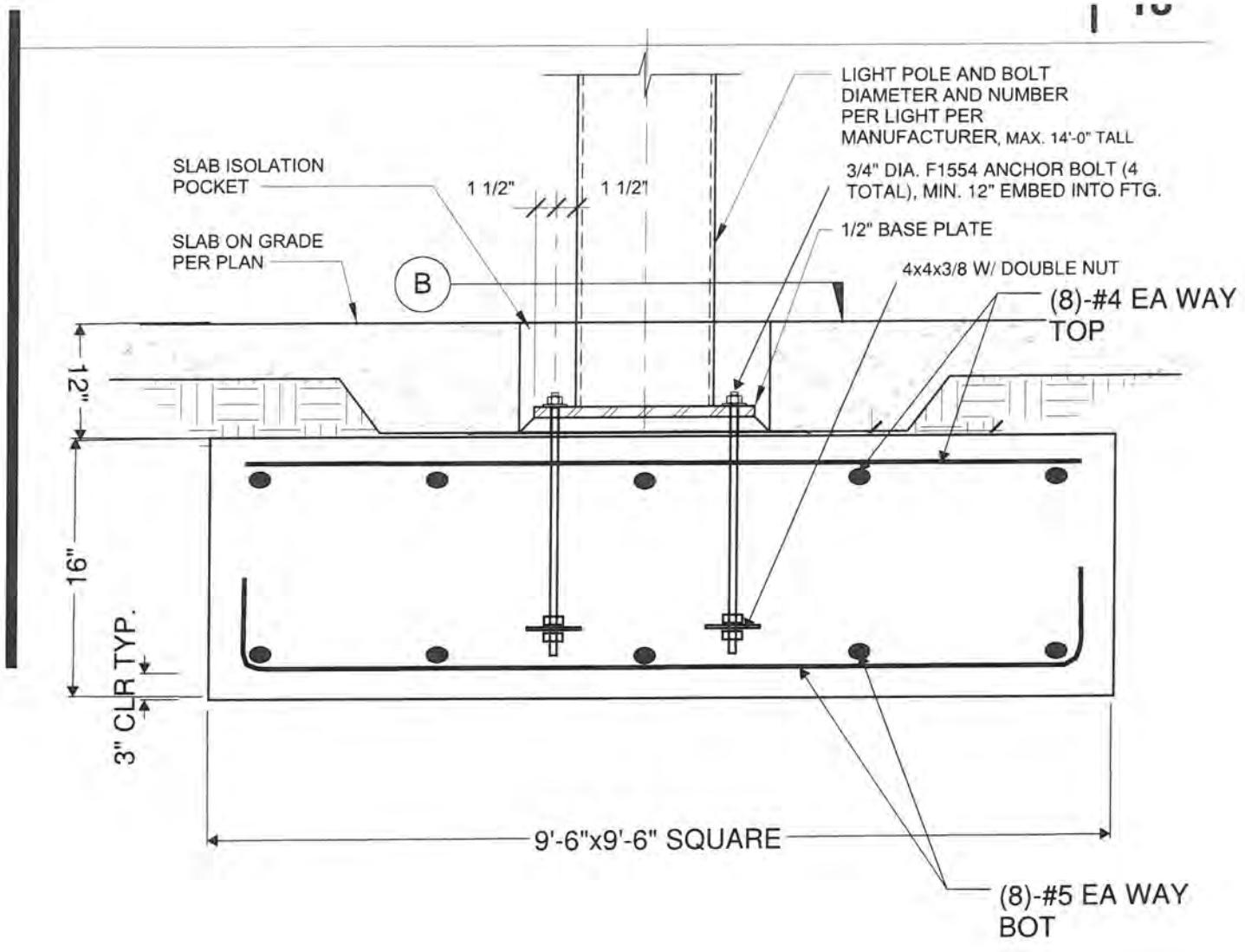
This change will appear and become due with your next invoice. If this change is the responsibility of the owner we request that you process it immediately.

Respectfully submitted,

VISTA Steel Company

Iqbal Toor

Iqbal Toor
 Contract Administrator



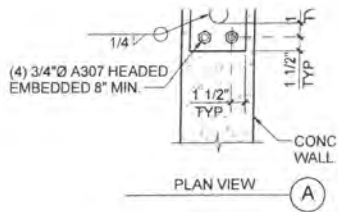
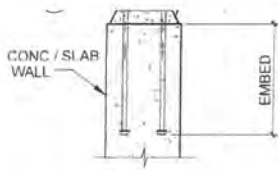
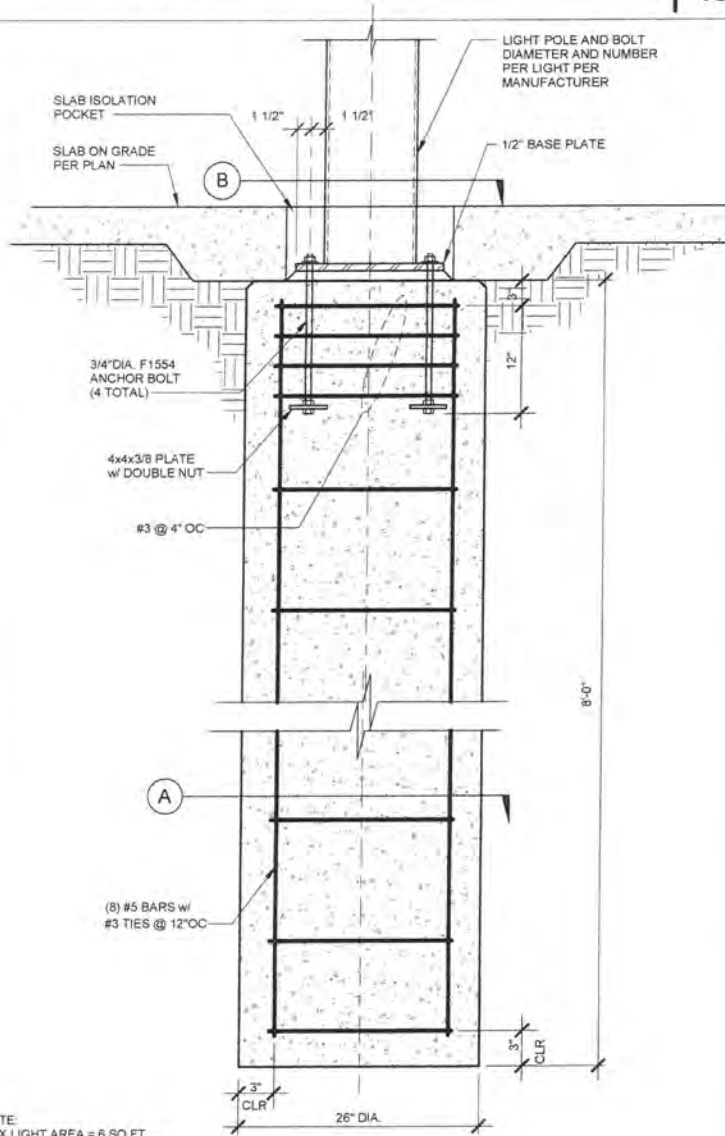


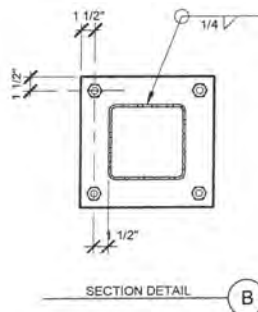
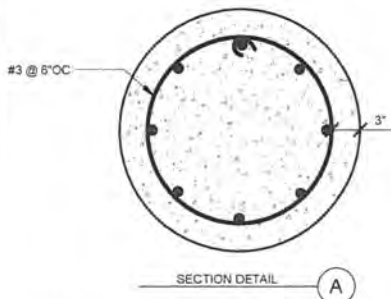
PLATE / PIPE CONNECTION

18

NOT U



NOTE:
MAX LIGHT AREA = 6 SQ FT
MAX LIGHT POLE HEIGHT = 25'-0"



#3 @ 6" OC

LIGHT POLE FOOTING

20

STAIR



December 14, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0252.1 RFI 310 Add Gas, CW and condensate piping to MAU-1&2 at MPR Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Contract documents make no provisions for required piping to MAU-1 and MAU-2. Plans do not contain adequate information required to provide necessary natural gas, cold water and condensate piping.

Phase	Category	Description	Subcontractor	Quote
075400	71140	RFI 310 Add natural gas, cold water and condensate drain piping at MPR Building for MAU-1 & 2	LETNER ROOFING COMPANY	1,794.00
220010	71140	RFI 310 Add natural gas, cold water and condensate drain piping at MPR Building for MAU-1 & 2	CITY COMMERCIAL PLUMBING, INC.	21,012.00
			Subtotal	22,806.00
007480	71160	Subguard	1.15%	262.27
007410	71160	Builders Risk	0.6%	138.41
007420	71160	General Insurance	1.15%	265.29
007510	71160	P&P Bond	1%	228.06
991000	79999	Change Order Fee	5%	1,173.60
			Markup Subtotal	2,067.63
			PCI Total	24,873.63

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **24,873.63.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 60 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance. Swinerton reserves the right to review and recover any schedule impact costs not included in this proposal
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "W. J. Swan", is written over the printed name "Swinerton Builders".

Date: 12/14/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

November 22, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#38R

DESCRIPTION: RFI#310 - TIME AND MATERIAL AS DIRECTED FOR ADDED GAS, COLD WATER AND CONDENSATE DRAIN FOR MAU#1 AND MAU#2 IN MPR.

TOTAL COST: \$21,012.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 8 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

11/22/2017

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 38

RE: T&M - RFI#310 ADDED GAS, CW, CD FOR MAU#1 AND MAU#2 IN MPR

LABOR:	WAGES	HOURS	TOTAL
NEW LABOR RATE AS OF 7/1/17			
GEN FOREMAN	106.84	8.00	854.72
FOREMAN	100.25	9.00	902.25
PLUMBER	90.37	64.00	5,783.68
APPRENTICE	64.36	73.00	4,698.28
DELIVERY DRIVER	25.00	4.00	100.00
TOTAL LABOR:			12,338.93
OTHER EXPENSE:			
WELDING			711.24
SUBS INSURANCE COST			50.14
GPR OF CORE HOLES (2)			400.00
BACKFLOW TESTING	100.00	2.00	200.00
TOTAL OTHER EXP.:			1,361.38
OTHER EXPENSE:			1,361.38
MATERIAL TOTAL:			4,538.48
LABOR TOTAL:			12,338.93
SUBTOTAL:			18,238.79
OVERHEAD/PROFIT:		15.00%	2,735.82
SUBTOTAL:			20,974.60
TEXTURA FEES:		0.18%	37.75
SUBTOTAL:			21,012.36
			0.00
			21,012.36
ROUND UP/DOWN:			\$21,012.00

NOTES:
 EXCLUDES STUCCO & DRYWALL PATCH, DEMO & REMOVAL.

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 38

RE: T&M - RFI#310 ADDED GAS, CW, CD FOR MAU#1 AND MAU#2 IN MPR

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT	
		MAKE-UP WATER AT MPR				1703.70	
		CONDENSATE AT MPR				1299.73	
		GAS AT MPR				1160.31	
		T&M INSTALLATION LABOR PER TICKETS SIGNED:					
		FOREMAN		9.00			
		PLUMBER		64.00			
		APPRENTICE		73.00			
		DELIVERY DRIVER		4.00			
		GEN FOREMAN - LAYOUT/COORDINATE		6.00			
		GEN FOREMAN - CADD/REDRAW		2.00			
LABOR & MATERIAL TOTAL				158.00		4163.74	
SALES TAX:					9.00%	374.74	
<u>TOTAL MATERIAL COST:</u>						4538.48	

JOB 1073 562CORS2: 562 - LEMON...
 ESTIMATE 1 562CORS2: 562 - LEMON...
 DATA SET 2 MECH QATABASE 11-10-17

COR#38, MAKE-UP WATER
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/22/2017 3:15:23 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext
Section : Section 011: COR#38 - RF#310 MAKE-UP WTR AT MPR						
Category : Category 003: COPPER KLM LEAD FREE						
64	COPPER KLM LEAO FREE		5/8"ODx1/2"MIP BRS LF COMP	2	9.17	18.34
67	COPPER KLM LEAD FREE		MAPP GAS	1	9.31	9.31
75	COPPER KLM LEAD FREE		1/4" COMP COUPLING	2	3.17	6.34
3010003	COPPER KLM LEAO FREE	1/2"	L-HARD TUBE	40	3.27	130.80
3060002	COPPER KLM LEAD FREE	1/2"	90 ELBOW CxC	12	1.89	22.68
3220002	COPPER KLM LEAO FREE	1/2"	RP BACKFLOW PREVENT	2	491.40	982.80
3230001	COPPER KLM LEAD FREE	1/2"	BALL VALVE-SWT 150#	2	12.95	25.90
3290001	COPPER KLM LEAO FREE	Unsize	SOLDER LBS. LEADFREE	1	39.48	39.48
3300001	COPPER KLM LEAD FREE	Unsize	PRESTOLITE-#2 CYL	1	37.44	37.44
3310001	COPPER KLM LEAO FREE	1/4"	L-SOFT TUBE	60	1.76	105.60
3380002	COPPER KLM LEAO FREE	1/2"	AQAPTER CxM	4	5.38	21.52
3390001	COPPER KLM LEAD FREE	Unsize	TESTING OF SYSTEM	1	Skip	0.00
3420002	COPPER KLM LEAO FREE	3/4" x1/2"	REDUCEO TEE - BRANCH	1	7.35	7.35
3420008	COPPER KLM LEAD FREE	1-1/2" x1/2"	REDUCEO TEE - BRANCH	1	30.02	30.02
3590001	COPPER KLM LEAO FREE	Unsize	EVERFLUX-2 OZ. CAN	1	9.75	9.75
3600001	COPPER KLM LEAD FREE	Unsize	ABRASIVE CLOTH-25YD	1	15.13	15.13
Subtotals for Category : Category 003: COPPER KLM LEAO FREE						1,462.46
Category : Category 049: HANGER-R.CLAMP-ETC.						
65	HANGER-R.CLAMP-ETC.		ROOF SUPPORTS	2	25.00	50.00
66	HANGER-R.CLAMP-ETC.		5/8" CUSHION CLAMP	4	2.26	9.04
68	HANGER-R.CLAMP-ETC.		SAMMY XP-20 PACK OF 25	1	60.22	60.22
69	HANGER-R.CLAMP-ETC.		SAMMY X-PRESS-IT TOOL	1	89.22	89.22
49060003	HANGER-R.CLAMP-ETC.	1"	SWIVEL LOOP HGR-F.L.	6	1.86	11.16
49380002	HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROO	20	1.08	21.60
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						241.24
Subtotals for Section : Section 011: COR#38 - RF#310 MAKE-UP WTR AT MPR						1,703.70
Grand Totals						1,703.70

JOB 1073 562CORS2: 562 - LEMON...
 ESTIMATE 1 562CORS2: 562 - LEMON...
 DATA SET 2 MECH DATABASE 11-10-17

COR#38, CD AT MPR
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/22/2017 3:19:07 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext
Section : Section 012: COR#38 - RF#310 CONDENSATE AT MPR						
Category : Category 000: (None)						
76			GRIP WRENCH	1	13.97	13.97
77			TONGUE-GROOVE PLIER	1	14.97	14.97
78			UNIVERSAL SPRAY BOTTLE	1	20.97	20.97
Subtotals for Category : Category 000: (None)						49.91
Category : Category 003: COPPER KLM LEAD FREE						
70	COPPER KLM LEAD FREE		1" CxPIP UNION	4	54.22	216.88
3030004	COPPER KLM LEAD FREE	1"	M-HARD TUBE	60	5.76	345.60
3060004	COPPER KLM LEAD FREE	1"	90 ELBOW CxC	14	10.31	144.34
3080005	COPPER KLM LEAD FREE	1"	ADAPTER CxF	4	16.01	64.04
3120004	COPPER KLM LEAD FREE	1"	TEE	4	28.63	114.52
3440003	COPPER KLM LEAD FREE	1"	PLUG	2	15.42	30.84
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						916.22
Category : Category 049: HANGER-R.CLAMP-ETC.						
65	HANGER-R.CLAMP-ETC.		ROOF SUPPORTS	5	25.00	125.00
71	HANGER-R.CLAMP-ETC.		1-1/8" CUSHION CLAMP	5	3.84	19.20
49060003	HANGER-R.CLAMP-ETC.	1"	SWIVEL LOOP HGR-F.L	5	1.86	9.30
49380002	HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	20	1.08	21.60
49400002	HANGER-R.CLAMP-ETC.	3/8"	HEX NUTS	50	0.79	39.50
49410002	HANGER-R.CLAMP-ETC.	3/8"	WASHER-FLAT-ROUND	50	0.26	13.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						227.60
Category : Category 085: FIBERGLASS INSUL.						
85030002	FIBERGLASS INSUL.	3/4"	1 THK PIPE COVER	20	5.30	106.00
Subtotals for Category : Category 085: FIBERGLASS INSUL.						106.00
Subtotals for Section : Section 012: COR#38 - RF#310 CONDENSATE AT MPR						1,299.73
Grand Totals						1,299.73

JOB 1073 562CORS2: 562 - LEMON...
 ESTIMATE 1 562CORS2: 562 - LEMON...
 DATA SET 2 MECH DATABASE 11-10-17

COR#38, GAS LINES AT MPR
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 11/22/2017 3:22:35 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item					Material	
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext
Section : Section 013: COR#38 - RF#310 GAS LINES AT MPR						
Category : Category 000: (None)						
74			CORE DRILL 2"-4" HOLE	2	50.00	100.00
Subtotals for Category : Category 000: (None)						100.00
Category : Category 017: SCH 40 BLK T&C/WELD						
73	SCH 40 BLK T&C/WELD		QT KETITE COMPOUND	1	20.58	20.58
17010002	SCH 40 BLK T&C/WELD	3/4"	PIPE	21	1.31	27.51
17010004	SCH 40 BLK T&C/WELD	1-1/4"	PIPE	126	2.58	325.08
17040015	SCH 40 BLK T&C/WELD	3/4" x2"	NIPPLES	3	1.10	3.30
17040016	SCH 40 BLK T&C/WELD	3/4" x4"	NIPPLES	2	2.00	4.00
17060002	SCH 40 BLK T&C/WELD	3/4"	90 ELBOW	2	1.39	2.78
17060004	SCH 40 BLK T&C/WELD	1-1/4"	90 ELBOW	16	4.15	66.40
17070002	SCH 40 BLK T&C/WELD	3/4"	UNION	2	13.46	26.92
17160004	SCH 40 BLK T&C/WELD	1-1/4"	THREAD-O-LET	2	10.73	21.46
17230002	SCH 40 BLK T&C/WELD	3/4"	BALL VALVE-SCR BRASS	2	22.02	44.04
17360004	SCH 40 BLK T&C/WELD	1-1/4" x3/4"	REDUCED 90 ELBOW	2	5.44	10.88
Subtotals for Category : Category 017: SCH 40 BLK T&C/WELD						552.95
Category : Category 049: HANGER-R.CLAMP-ETC.						
72	HANGER-R.CLAMP-ETC.		ROLL TEFLON TAPE	5	1.60	8.00
79	HANGER-R.CLAMP-ETC.		SIKAFLEX	2	6.97	13.94
49050005	HANGER-R.CLAMP-ETC.	1-1/2"	SWIVEL LOOP HGR-GAL	13	0.86	11.18
49090002	HANGER-R.CLAMP-ETC.	1-5/8"	STRUT CHANNEL	10	3.16	31.60
49150007	HANGER-R.CLAMP-ETC.	1-1/4"	STRUT CLAMP	4	1.19	4.76
49380002	HANGER-R.CLAMP-ETC.	3/8"	ALL THREAD ROD	40	1.08	43.20
49480002	HANGER-R.CLAMP-ETC.	3/8"	ANCHOR - QUICKBOLT	4	3.67	14.68
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						127.36
Category : Category 051: HVAC SPECIALTIES						
51200002	HVAC SPECIALTIES	3/4"	FLX CONN-BRAIDED/THD	2	190.00	380.00
Subtotals for Category : Category 051: HVAC SPECIALTIES						380.00
Subtotals for Section : Section 013: COR#38 - RF#310 GAS LINES AT MPR						1,160.31
Grand Totals						1,160.31



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

PCI # 252

CCP CHANGE ORDER #: **CO #38**

GENERAL CONTRACTORS REFERENCE #: **REL310**

WORK: <input checked="" type="checkbox"/> IN PROGRESS OK <input type="checkbox"/> COMPLETED (Date: <u> </u> / <u> </u> / <u> </u>)		DATE OF WORK 10/25/17	
CUSTOMER ORDER NO.	PHONE	STARTING DATE	ORDER TAKEN BY
SWINERTON BUILDERS		10.125.17	Tom Anderson
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY <input checked="" type="checkbox"/> WORK DONE OR TIME + MATERIAL <input type="checkbox"/> APPROVED EXTRA	
CITY			
JOB NAME AND LOCATION LEMONWOOD K-8			
LOCATION OF WORK, Rm # 2-118&114 N.S.E.W. _____			
COLUMN LINE LOCATION _____ FLOOR _____			
DESCRIPTION OF WORK REMOVE DRYWALL & STYROFOAM @ RMS 2-118/114 IN ORDER TO SCAN/LOCATE RE-BAR INSIDE ICF WALL. IN ORDER TO PLACE LOCATION FOR CORE HOLES FOR NEW 1/4" GAS LINE.			
LABOR 1 HR FOREMAN - TOM ANDERSON 2 HRS APPRENTICE - ANTHONY PROCHASKA GENERAL CONTRACTOR - BOB FINE 10/25/17 SUPERIOR INSPECTIONS - SCAN 2 LOCATIONS.			
WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N		TOTAL MATERIALS	
		TOTAL LABOR	
		TAX	
WORK ORDERED BY		TOTAL AMOUNT	\$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK, OR TOTAL BILLING TO BE PAID WHEN JOB FINISHED.

SIGNATURE

[Signature] **10/25/17**
 (PH OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 545701



CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO#38
GENERAL CONTRACTORS REFERENCE #: RFI 30

PCI 252

WORK: <input checked="" type="checkbox"/> ONSITE <input type="checkbox"/> COMPLETED (Date: _____)		DATE OF WORK <u>10/26/17</u>
CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>10 25 17</u>
BILL TO <u>SWINERTON BUILDERS</u>		ORDER TAKEN BY <u>by Anderson</u>
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY <input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL <input type="checkbox"/> APPROVED EXTRA
CITY		
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>		
LOCATION OF WORK, Rm # <u>2-122</u> N.E.W. _____		
COLUMN LINE LOCATION _____ FLOOR _____		
DESCRIPTION OF WORK <u>CUT 1 1/4" HOLE IN 3" GAS MAIN</u> <u>A WELD AN 1 1/4" TRENCHLET TO FEED</u> <u>MAN 2 ON ROOF OF KITCHEN PER RFI 310,</u> <u>Q ENTRANCE TO JANITORS ROOM 2-122</u>		
LABOR <u>1 HR FOREMAN</u> <u>2 HR APPRENTICE</u> <u>MIKE'S WELDING</u>		
		TOTAL MATERIALS
		TOTAL LABOR
WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N		TAX
WORK ORDERED BY		TOTAL AMOUNT \$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK. NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK, OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE [Signature] 10/27/17
(PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Colossal St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: CO#38

GENERAL CONTRACTORS REFERENCE #: PC1252/RFI 310

WORK
 ONGOING
 COMPLETED (Date: 11/1)

DATE OF WORK
10/27/17

CUSTOMER ORDER NO. _____ PHONE _____ STARTING DATE
10/25/17

BILL TO SWINGERTON BUILDERS ORDER TAKEN BY _____

ADDRESS _____ PROPOSAL ONLY
 WORK DONE ON TIME + MATERIAL
 APPROVED EXTRA

CITY _____

JOB NAME AND LOCATION LEMONWOOD K-8

LOCATION OF WORK, Rm # 2-114/118 N.S.E.W. _____

COLUMN LINE LOCATION _____ FLOOR _____

DESCRIPTION OF WORK CORE 2-3" INCH HOLES THROUGH

EXTERIOR LITRE WALLS FOR NEW 1/4" GAS

LINE TO MAIL-2 PER RFI 310

LABOR 5 HRS FOREMAN

5 HRS APPRENTICE

4 HRS DELIVERY DRIVER - PICK-UP & RETURN CORE MACHINE

TOTAL MATERIALS _____

TOTAL LABOR _____

WAS DELIVERY TRUCK REQUIRED YES NO TAX _____

WORK ORDERED BY _____ TOTAL AMOUNT \$ _____

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE Chris [Signature] 10/27/17
 (PM OR SUPERINTENDENT OF JOB)

STATE CONTRACTORS LIC. 565901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Colossal St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER # 38

GENERAL CONTRACTOR'S REFERENCE #: PCI 252/RFI 310

WORK: <input checked="" type="checkbox"/> PENDING <input type="checkbox"/> COMPLETED (Date: <u>11/1</u>)	DATE OF WORK <u>10/30/17</u>
---	---------------------------------

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>10.25.17</u>
BILL TO <u>SWINERTON BUILDERS</u>		ORDER TAKEN BY <u>Tom Anderson</u>
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY
CITY		<input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>		<input type="checkbox"/> APPROVED EXTRA
LOCATION OF WORK, Rm # <u>2-114/118</u> N.S.E.W. _____		
COLUMN LINE LOCATION _____ FLOOR _____		

DESCRIPTION OF WORK

BEHIN INSTALLATION OF 1/4" GAS LINE TO MAN-7 @ BLDG 2 KITCHEN.

LABOR: 8 HRS PLUMBER - SHAWN HOELMAN
8 HRS APPRENTICE - ALFONSO LEONAVE
1 HR FOREMAN - Tom Anderson

WAS DELIVERY TRUCK REQUIRED	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	TOTAL MATERIALS	
WORK ORDERED BY		TOTAL LABOR	
		TAX	
		TOTAL AMOUNT	\$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK. NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE [Signature] 10/31/17
 (PI OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 345901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Colinas St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

COP CHANGE ORDER #: 38

GENERAL CONTRACTOR REFERENCE #: PCI 252 / RF1 310

WORK: <input checked="" type="checkbox"/> IN PROGRESS <input type="checkbox"/> COMPLETED (Date: ___/___/___)		DATE OF WORK <u>10/31/17</u>	
CUSTOMER ORDER NO.	PHONE	STARTING DATE	ORDER TAKEN BY
		<u>10/25/17</u>	<u>Tom Anderson</u>
BILL TO <u>SWINGTON BUILDERS</u>		<input type="checkbox"/> PROPOSAL ONLY <input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL <input type="checkbox"/> APPROVED EXTRA	
ADDRESS			
CITY			
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>			
LOCATION OF WORK, RM # <u>2-114/115</u> N.S.E.W. _____			
COLUMN LINE LOCATION _____ FLOOR _____			
DESCRIPTION OF WORK			
<u>CONTINUE INSTALLATION OF 1/4" GAS LINE TO MAIL-2 PER RF1 310. HUNG PIPE FROM POC @ RM 2-119 ENTRY THRU LOCKER ROOM TO LOADING DOCK & INTO KITCHEN.</u>			
LABOR <u>BKLS PLUMBER STEWEN HOFMAN</u>			
<u>BKLS APPRENTICE ALFONSO FUDAVE</u>			
TOTAL MATERIALS			
TOTAL LABOR			
TAX			
TOTAL AMOUNT \$			
WAS DELIVERY TRUCK REQUIRED		BY ON	
WORK ORDERED BY			

I HEREBY ACKNOWLEDGE THE SATISFACTION OF COMPLETION OF THE ABOVE DESCRIBED WORK NO ONE HOME

TOTAL AMOUNT DUE FOR ABOVE WORK; OR

TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE

[Signature] 10/31/17
 (BY OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565101



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: #38

GENERAL CONTRACTORS REFERENCE #: PCL 252/RFI 310

WORK:
 ONGOING
 COMPLETED (Date: 11/1/17)

DATE OF WORK
11/1/17

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>10.25.17</u>
BILL TO <u>SWINERTON BUILDERS</u>		ORDER TAKEN BY
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY <input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL <input type="checkbox"/> APPROVED EXTRA
CITY		
JOB NAME AND LOCATION <u>LEMONWOOD K-8</u>		
LOCATION OF WORK, Rm # <u>2-114/118/120 N.S.E.W</u>		
COLUMN LINE LOCATION _____ FLOOR _____		

DESCRIPTION OF WORK

COMPLETED 1/4" GAS LINE TO MAIL-2 & BEGIN INSTALL OF 1/4" GAS LINE TO MAIL-1 @ RESTROOM 2-120

LABOR

8 HRS PLUMBER - STEVEN HEEMAN
8 HRS APPRENTICE - ALFONSO FUDALE

WAS DELIVERY TRUCK REQUIRED	BY	ON	TOTAL MATERIALS
			TOTAL LABOR
			TAX
WORK ORDERED BY			TOTAL AMOUNT \$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK. NO FINE NONE TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE: [Signature] 10/1/17
 (PM OR SUPERINTENDENT ON JOB)

STATE CONTRACTORS LIC. 565807



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

OCP CHANGE ORDER #: #38

GENERAL CONTRACTORS REFERENCE #: PCI 252/RFI 310

WORK
 ONGOING
 COMPLETED (Date: _____)

DATE OF WORK
11/02/17

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>10,25,17</u>
BILL TO <u>Swinerton Builders</u>		ORDER TAKEN BY
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY
CITY		<input type="checkbox"/> WORK DONE ON TIME + MATERIAL
JOB NAME AND LOCATION <u>Lemanwood K-8</u>		<input type="checkbox"/> APPROVED EXTRA
LOCATION OF WORK, Rm # <u>2-114/118/120</u> N.S.E.W. _____		
COLUMN LINE LOCATION _____ FLOOR _____		

DESCRIPTION OF WORK

Restroom 120-2, 1/4" Gas and 1/2" CW. thru Roof to MAU-2
Test of Gas line for RM 120 and MAU-2 Thru Roof.
Complete.

LABOR

8 HRS PLUMBER - Shawn Hofman
8 HRS APPRENTICE - Alencso Eudave

WAS DELIVERY TRUCK REQUIRED	BY	ON	TOTAL MATERIALS
			TOTAL LABOR
WORK ORDERED BY			TAX
			TOTAL AMOUNT \$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE [Signature] 11/2/17
BY OR SUPERINTENDENT ON JOB

STATE CONTRACTORS LIC 365901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: 438

GENERAL CONTRACTORS REFERENCE #: PC1252/RFI 310

WORK: <input checked="" type="checkbox"/> ONGOING <input type="checkbox"/> COMPLETED (Date: <u>11/1/17</u>)		DATE OF WORK <u>11/03/17</u>	
CUSTOMER ORDER NO.	PHONE		STARTING DATE <u>10.12.5.17</u>
BILL TO <u>Swinerton Builders</u>		ORDER TAKEN BY	
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY <input type="checkbox"/> WORK DONE ON TIME + MATERIAL <input type="checkbox"/> APPROVED EXTRA	
CITY			
JOB NAME AND LOCATION <u>Lemon Wood K-8</u>			
LOCATION OF WORK, Rm # <u>2-119/118/120</u> N,SEW			
COLUMN LINE LOCATION		FLOOR	
DESCRIPTION OF WORK <u>Completed water & condensate thru roof @ Max. 1 (MPR Kitchen) Ran Condensate Inside wall to general area of the Floor Sink. Insulated Condensate line. Protected all roof penetrations.</u>			
LABOR <u>8-HRS-Plumber - Shawn Hofman</u> <u>8-HRS-Apprentice - Alfonso Evclave</u>			
		TOTAL MATERIALS	
		TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N		TAX	
WORK ORDERED BY		TOTAL AMOUNT	\$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK.

NO ONE HOME

TOTAL AMOUNT DUE FOR ABOVE WORK; OR

TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE

[Handwritten Signature]

STATE CONTRACTORS LIC. 663901



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Colossal St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: 439

GENERAL CONTRACTORS REFERENCE #: PCI 252/RFI 310

<input checked="" type="checkbox"/> WORK IN PROGRESS <input type="checkbox"/> COMPLETED (Date: <u>11/1/17</u>)	DATE OF WORK <u>11/06/17</u>
--	---------------------------------

CUSTOMER ORDER NO.	PHONE	STARTING DATE <u>10/25/17</u>
BILL TO <u>Swierfen Builders</u>		ORDER TAKEN BY
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY
CITY		<input type="checkbox"/> WORK DONE ON TIME + MATERIAL
JOB NAME AND LOCATION <u>Lemon Wood K-8</u>		<input type="checkbox"/> APPROVED EXTRA
LOCATION OF WORK, Rm# <u>2-114/118/120</u> NREW		
COLUMN LINE LOCATION _____ FLOOR _____		

DESCRIPTION OF WORK

Cap water and condensate lines and Prep for Test. Water and air test on Condensate line in APR Kitchen. LABEL Gas water & Condensate Pans. 114/118/120 water & Condensate lines Inspected thru Roof. Caulk penetrations thru walls - 114/118/120

LABOR

8 HRS. Plumber - Shawn Hofman
8 HRS. Apprentice - Alfonso Ercave

<u>INSPECTION WAS PASSED.</u>	TOTAL MATERIALS	
	TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N	TAX	
WORK ORDERED BY	TOTAL AMOUNT	\$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK NO ONE HOME TOTAL AMOUNT DUE FOR ABOVE WORK; OR TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

RESIDENT: [Signature]



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Colchaset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

CCP CHANGE ORDER #: A38

GENERAL CONTRACTORS REFERENCE #: PCT 252/RFI310

WORK: <input checked="" type="checkbox"/> ONGOING <input type="checkbox"/> COMPLETED (Date: <u>1/1/1</u>)		DATE OF WORK <u>11/07/17</u>	
CUSTOMER ORDER NO.	PHONE	STARTING DATE	ORDER TAKEN BY
BILL TO <u>Swinerton Builders</u>		<u>10/25/17</u>	
ADDRESS		<input type="checkbox"/> PROPOSAL ONLY	<input checked="" type="checkbox"/> WORK DONE ON TIME + MATERIAL
CITY		<input type="checkbox"/> APPROVED EXTRA	
JOB NAME AND LOCATION <u>Lemon Wood K-8</u>			
LOCATION OF WORK, Rm # _____ N,S,E,W _____			
COLUMN LINE LOCATION _____ FLOOR _____			
DESCRIPTION OF WORK <u>Ran Make up Water and Back Flows to MAU-2-2</u> <u>Ran Condensate + Over Flow Drains on MAU-2-2 MPR Roof</u>			
LABOR <u>8 HRS - Plumber - Shawn Hofman</u> <u>6 HRS - Apprentice - Alfonso Fudave</u>			
		TOTAL MATERIALS	
		TOTAL LABOR	
WAS DELIVERY TRUCK REQUIRED <input type="checkbox"/> Y <input type="checkbox"/> N		TAX	
WORK ORDERED BY		TOTAL AMOUNT	\$

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK

NO ONE HOME

TOTAL AMOUNT DUE FOR ABOVE WORK; OR

TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE

[Signature] 11/7/17

STATE CONTRACTORS LIC. 565901



CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

18100 Coliseum St., Van Nuys, CA 91411 • (818) 785-1145 • Fax (818) 785-0588

EXTRA WORK

ORDER CHANGE ORDER # _____
GENERAL CONTRACTOR # _____

ESTIMATE # 310

WORK
 ONGOING
 COMPLETED DATE: 11/6/17

DATE OF WORK
11/8/17

CUSTOMER ORDER NO. _____ PHONE _____

STARTING DATE
10/25/17

BILL TO: Sumner Builders

ORDER TAKEN BY _____

ADDRESS _____

PROPOSAL ONLY
 WORK DONE ON TIME - MATERIAL

CITY _____

APPROVED EXTRA

JOB NAME AND LOCATION
Remodel K/S

LOCATION OF WORK: Room 2-10/16/17 N/S/E/W _____

COLUMN/LINE LOCATION _____ FLOOR _____

DESCRIPTION OF WORK
Completed Gas Pipe up waters to Med @ M.P.K.

ABOVE

6 HRS - Plumber - Shawn Hoffman
4 HRS - Plumber - Alfonso Zamora
1 HRS - Plumber - Tom Anderson

TOTAL MATERIALS \$ _____

TOTAL LABOR \$ _____

WAS DELIVERY TRUCK REQUIRED BY ON _____

TAX \$ _____

WORK ORDERED BY _____

TOTAL AMOUNT \$ _____

HEREBY ACKNOWLEDGE THE SATISFACTION OF COMPLETION OF THE ABOVE DESCRIBED WORK

NO ONE HOME

TOTAL AMOUNT DUE FOR ABOVE WORK OR

TOTAL BILLING TO BE MAILED WHEN JOB FINISHED.

SIGNATURE

[Handwritten Signature] 11/9/17



CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

10100 California Street, Suite 100, Oakland, CA 94603 • (415) 775-1145 • FAX (415) 775-0588

DESCRIPTION OF EXTRA WORK: Condenser to the Main Chiller

DATE OF AWARD ORDER: 11/11/2010

CALL REFERENCE: 10100 CALIF ST

MATERIAL PAGE: 1 OF 2

MATERIAL LIST FOR EXTRA WORK

QTY	MATERIAL USED	APPROX	UNIT COST
50	1/2" Copper		
10	3/4" Copper		
4	1" PEX		
1	5/8" PEX		
30	3/4" Insulation		
4	1" Copper		
1	1" PEX		
1	1" Insulation Block		
2	1" Brass Plug		
5	1/2" Pipe		
1	1/2" Elbow		
5	1" Insulation		
8	1" Insulation		
8	1" Insulation		
8	1" Insulation		
10	1/2" ATR		
20	1/2" ATR		

EQUIPMENT / MISCELLANEOUS:



CITY COMMERCIAL PLUMBING, INC.
 Plumbing Contractors and Consultants

1600 Central Ex. Van Nuys, CA 91406 • (818) 785-1116 • Fax (818) 785-0588

DESCRIPTION OF EXTRA WORK: Make up water main @ MCL

ORDER LINE ORDER #: 2

C.O. REFERENCE: 161252 / 161310

MATERIAL PAGE 2 OF 3

MATERIAL LIST
 FOR EXTRA WORK

QTY	MATERIAL USED	LABOR	MAT. COST
50	1/2" copper pipe type L		
2	1/2" ball flow restrictor		
4	1/2" copper nut		
2	3/4" compression 1/2" ball flow restrictor		
2	1/2" compression coupling		
12	1/2" copper 90		
1	3/4" ball copper tee		
1	1/2" ball copper tee		
2	1" fitted line hanger		
20	1/2" ATR		
1	ball 1/2" ball copper		
2	ball tee ball		
4	1/2" ball clamp		
5	Sanitary X.P. 20		
1	ball tee		
1	welder		
1	MAPP Gas		
1	Sanitary X. Press. I.T. Insula Hanger		
1	ball ATR PRESS-IT		
2	ball tee ball		

EQUIPMENT / MISCELLANEOUS:



CITY COMMERCIAL PLUMBING, INC.

Plumbing Contractors and Consultants

14106 Colton St., Van Nuys, CA 91411 • (818) 705-1145 • Fax (818) 785-0592

DESCRIPTION OF EXTRA WORK: Cond. Outside @ MPR New Job

OFF CHANGE ORDER # 30

C.C. REFERENCE: PER PER / REC 318

MATERIAL PAGE 2 OF 2

MATERIAL LIST FOR EXTRA WORK

QTY	MATERIAL USED	LABOR	MAT. COST
2	3/4" BK Cond. Pipe 12'		
2	1/2" BK 90		
2	3/4" BK 90		
2	3/4" BK Nipple		
3	3/4" x 1/2" BK Nipple		
2	3/4" BK Union		
2	1/2" Ball Valve 1.50-100 NIP		
21	3/4" BK PIPE		
126	1/2" BK PIPE		
16	1/2" BK 90		
18	1/2" Loop Hanger		
2	1/4" Thread 2' BK		
4	1/4" BK Bolt Clamps		
4	3/8" x 1" Wedge Anchor		
40	3/8" ACR		
ROHS	3/8" Teflon Tape		
90	Key Bits 500		
13	Sammy XP 10		
2	Tubes of Silver Flux		

MENT / MISCELLANEOUS:



Superior Inspection

& Leak Detection, Inc.
154 W. Foothill Blvd., #A216
Upland, CA 91786
888-679-0953

562/0438/1200-OK

Invoice

Number: 1158

Date: October 26, 2017

Bill To:

City Commercial Plumbing
16106 Cohasset Street
Van Nuys, CA 91406 818-785-1145 X105

Ship To:

City Commercial Plumbing
16106 Cohasset Street
Van Nuys, CA 91406 818-785-1145 X105

Terms	Inspector	Type
COD	A. Scott	Commercial

Service	Description	a	Amount
Located underground utilities in designated area using GPR & RD-8000 line location equipment Payment (Check (23443))	Utility Location		400.00
	Utility Location		
	Payment		(400.00)
Job Site Location: Lemonwood Elementary School 2200 Carnegie Court Oxnard, CA 93033			
Customer's Signature _____			
Thank you for your business.			
Sub-Total			\$0.00
State Tax 8.25% on 0.00			0.00
Total			\$0.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Ken Anderson

Invoice

Mike's Portable Welding
21311 Lopez St

Woodland Hills, Ca 91364

*11/09
Union*

City Commercial Plumbing, Inc.
16106 Cohasset St
Van Nuys, CA 91406

562 / COR # 38 / 1000

Date	Invoice No.	Est. Number	Terms	Project
10/27/17	632			

Item	Description	Quantity	Rate	Amount
welding	4 hours minimum charge. Welding a gas line at 2200 Carnegie Court. Oxnard, CA. (change order)		600.00	600.00

*Additional Fees
Insurance 50.14
Union dues 111.24*

It's been a pleasure working with you!			Subtotal	\$600.00
			Sales Tax	\$0.00
			Total	\$600.00

"C" COR



**CHANGE ORDER
PRICING # 8074-10**

Est. 1957
Lic. No. 689961

1490 N GLASSELL STREET
ORANGE, CA 92867
Phone: 714-633-0030 Fax: 714-633-0280

To: SWINERTON BUILDERS
865 SOUTH FIGUEROA STREET, STE 3000,
LOS ANGELES, CA, 90017
Phone: 213/896-3400 Fax: 213/896-0027

Owner/Arch Reference # 16055106-034
Brief Description Install TPO pipe Boots

Change Order Type CHANGE IN CONTRACT SCOPE
Submitted Date 10/2/2017

Accepted Date
Status PENDING
Approved CO NO

JOB: LEMONWOOD K-8 SCHOOL LLB

JOB NO: 8074

Item No	Description	Qty/Unit	Unit Cost	Amount
<i>Provide and Install 5 TPO Pipe Boots at MPR Bldg. per RFI #310</i>				
1	Firestone TPO - Pipe Boots - Large	5.00 cart	\$50.00	\$250.00
2	Multi Purpose Sealant	5.00 tube	\$7.00	\$35.00
3	Foreman Labor	8.00 hr	\$81.25	\$650.00
4	Labor	8.00 hr	\$74.95	\$600.00
			Tax	9.00 % \$26.00
			C.O. Overhead	10.00 % \$156.00
			C.O. Profit	5.00 % \$78.00

Original Contract Sum	\$	\$614,900.00
Pending Change Orders	\$ 51,540.00	
Approved Change Orders to Date	\$	8,499.00
Contract Sum prior to this Change Order	\$	\$623,399.00
Contract Sum increased/(decreased) by this Change Order	\$	\$1,794.00
Contract Sum including this Change Order	\$	\$625,193.00

Approved by:

Submitted by: Joe Suttie

Signature:

Date:

Signature:

Date: 10/02/2017



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00310

To:	SVA ARCHITECTS, INC.	RFI Date:	09/08/2017
Attention:	Tom Bardwell	Date Due:	09/15/2017
CC:	Chris Yafuso	RFI Type:	Plumbing
	Paul Vernier	Priority:	High
	Gus Carillo	Schedule/Activity ID:	
	Christopher Barbato	Document Reference:	P2-11.2
		Spec Section:	22000
		Status:	Returned

Subject: MAU's on MPR Roof Not Shown on Plumbing Drawings

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Mechanical Drawings show an MAU-1 and an MAU-2 on the roof of the MPR building (see attached). The Plumbing Drawings do not show these units nor any services connecting to them. If a gas, make up water or condensate drain is required, please provide design including routing, sizing and POC's to the various utilities.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 10/12/2017

See attached sketches.
Tom-SVA-10/12/17

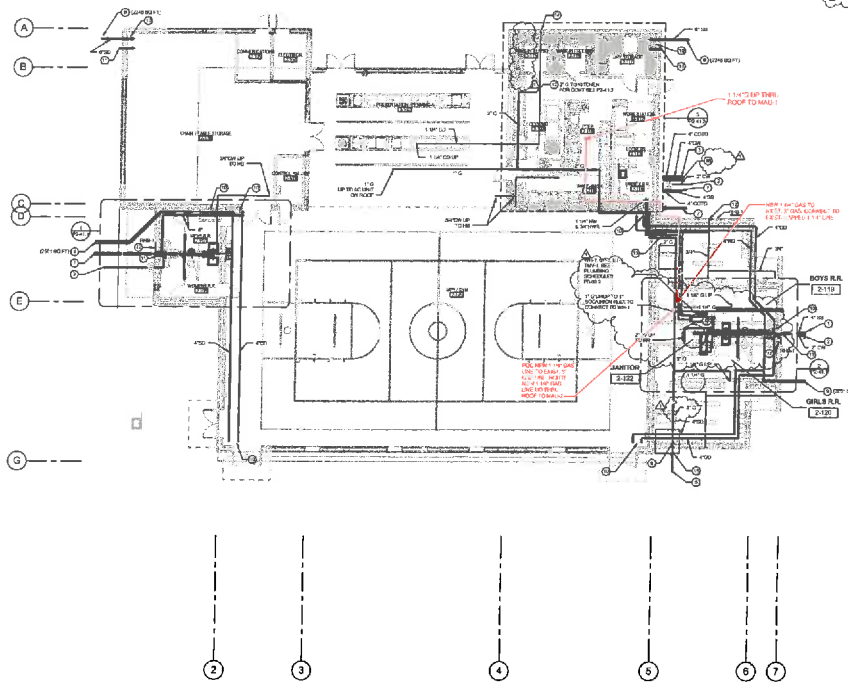
ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI044
RFI 310 sketches

RFI Detail **Attachments** ✓ **Related Objects** **History**

RFI No. 00310	Status Open
From Nalani Scanlon	Submitted <input checked="" type="checkbox"/> 09/08/2017 10:07 AM
Co-Author Bob Zio	Co-Author RFI No. CCP-00044
Forwarded From CCP-00044	
To Tom Bardwell	Received <input checked="" type="checkbox"/> 09/08/2017 01:53 PM
CC Chris Yafuso, Christopher Barbato, Gus Carillo, Paul Vernier	
Subject MAU's on MPR Roof Not Shown on Plumbing Drawings	Change #
Date Created 2017-09-08	Date Required 2017-09-07
RFI Type Plumbing	RFI Priority High
Schedule / Activity ID	Document Reference P2-11.2
Spec Section 22000	
Other RFI Type	Area
Source	
Question	The Mechanical Drawings show an MAU-1 and an MAU-2 on the roof of the MPR building (see attached). The Plumbing Drawings do not show these units nor any services connecting to them. If a gas, make up water or condensate drain is required, please provide design including routing, sizing and POC's to the various utilities.
Suggestion	
Possible Cost Impact	Potentially
Possible Time Impact	Potentially
Answered By	Jeff Walker
Date Answered	Sept. 21, 2017
Answer	See attached drawings for water, drain and gas piping required for the two MAU's

Sort	Notes
Author: Nalani Scanlon	Date: 09/08/2017 10:07 AM
Forwarded by Nalani Scanlon to Tom Bardwell as 00310	



- CONSTRUCTION NOTES**
1. VALVES TO BE INSTALLED AT THE FOLLOWING LOCATIONS: (SEE PLAN)
 2. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 3. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 4. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 5. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 6. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 7. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 8. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 9. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 10. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 11. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 12. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 13. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 14. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 15. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 16. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 17. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 18. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 19. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.
 20. ALL PIPING SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED.

OWNER: ONWARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2200 S. Onward, Colton, CA 95320



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF PUBLIC AFFAIRS SERVICES

PROJECT NO: 03-116028

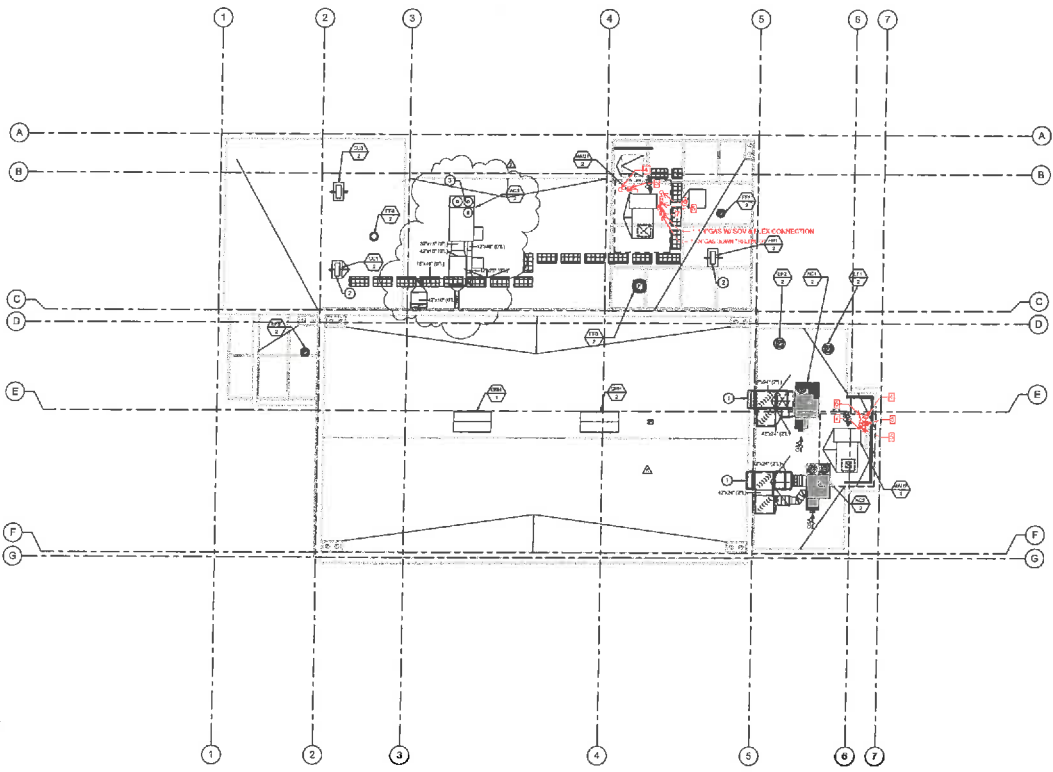
DATE: 03/11/08

SCALE: 1/8" = 1'-0"

REVISIONS:	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE ISSUED: 3/30/08
 PROJECT NO: 116028
 SCALE: 1/8" = 1'-0"
 SHEET NAME: P2-11.1
 SHEET TITLE: MPR BUILDING 2 PLUMBING PLAN





- CONSTRUCTION NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE AND ALL CITY ORDINANCES.
 2. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 3. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 4. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 5. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 6. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 7. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 8. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 9. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 10. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.

- CONSTRUCTION NOTES:**
1. SUBMIT ALL WORK TO THE ARCHITECT FOR REVIEW AND APPROVAL.
 2. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 3. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.
 4. CONTRACTOR SHALL VERIFY ALL WORK WITH OTHER TRADES AND RECONSTRUCT AS NECESSARY.

OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2208 Cottage Ct, Oxnard, California



CONTRACTOR: SHAW GROUP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF INSURANCE SERVICES
 A# 03-18026
 AC, RES, SO
 DATE

REVISIONS:

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	12/14/11
2	ISSUED FOR PERMITS	12/14/11
3	ISSUED FOR PERMITS	12/14/11
4	ISSUED FOR PERMITS	12/14/11
5	ISSUED FOR PERMITS	12/14/11
6	ISSUED FOR PERMITS	12/14/11
7	ISSUED FOR PERMITS	12/14/11
8	ISSUED FOR PERMITS	12/14/11
9	ISSUED FOR PERMITS	12/14/11
10	ISSUED FOR PERMITS	12/14/11

DATE ISSUED: 12/14/11
 PROJECT NO: 134121
 SCALE: As Indicated

SHEET NUMBER: M2-11.2
 SHEET TITLE: MPR - BLDG. 2 - MECHANICAL ROOF PLAN



Tom Bardwell

From: Tom Bardwell
Sent: September 29, 2017 9:20 AM
To: 'Bill Gray'; Gary Hackler
Cc: Nalani Scanlon; Christopher Barbato
Subject: RE: RFI 310 - TK1SC RESPONSE (003).PDF

Bill/Chris,

Please see below for responses to your comments.

- Where are we getting gas from for MAU-2 **Wasn't it the contractor who said there is an existing 1 ¼" we can connect to?**
- CW piping. Plan calls for ¼" pipe. ¼" not available in hard pipe(only ¼" hard pipe is ultra-pure for nitrogen piping, too expensive). Suggest using ½" CW pipe and all ancillary devices. **½" is acceptable**
- Clarify exactly where/what we are to use for condensate drain at MAU-2. The plan is ambiguous **Type M copper**
- Back-flow device needs to be ½" to match piping size **Agreed**

Thanks,

Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: Bill Gray [mailto:BGray@swinerton.com]
Sent: September 28, 2017 11:42 AM
To: Tom Bardwell <tbardwell@sva-architects.com>; Gary Hackler <GHackler@swinerton.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>
Subject: RE: RFI 310 - TK1SC RESPONSE (003).PDF

Tom,

A few comments for your consultant...

- Where are we getting gas from for MAU-2
- CW piping. Plan calls for ¼" pipe. ¼" not available in hard pipe(only ¼" hard pipe is ultra-pure for nitrogen piping, too expensive). Suggest using ½" CW pipe and all ancillary devices.
- Clarify exactly where/what we are to use for condensate drain at MAU-2. The plan is ambiguous
- Back-flow device needs to be ½" to match piping size

Thank you

Bill Gray, LEED AP
Project Manager | Swinerton Builders OCLA
T 805.832.4993 | C 949.355.6822

From: Tom Bardwell [<mailto:tbardwell@sva-architects.com>]
Sent: Wednesday, September 27, 2017 2:16 PM
To: Bill Gray <BGray@swinerton.com>; Gary Hackler <GHackler@swinerton.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>
Subject: FW: RFI 310 - TK1SC RESPONSE (003).PDF

Bill,
Not sure when Chris is coming back but please see email below from my engineer relating to Chris' comment that I sent to him.
I have attached it for reference.

Thanks,

Tom Bardwell
Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: Tom Bardwell
Sent: September 27, 2017 11:24 AM
To: 'Christopher Barbato' <CBarbato@swinerton.com>
Subject: RE: RFI 310 - TK1SC RESPONSE (003).PDF

Chris,

See response from my plumbing engineer.

Tom,
Yes, they can take the lines to the roof receptor, much shorter run, saves money.

Jeff Walker
Associate - Plumbing

tk1sc | www.tk1sc.com
Direct: 949.751.5964 | **Office:** 949.751.5800 | **Mobile:** 714.599.2089

Thanks,

Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



 Please consider the environment before printing this email and/or any attachments

ARCHITECTS

From: Christopher Barbato [<mailto:CBarbato@swinerton.com>]

Sent: September 22, 2017 6:13 AM

To: Tom Bardwell <tbardwell@sva-architects.com>

Subject: RFI 310 - TK1SC RESPONSE (003).PDF

Tom,
Please see my notes.



November 13, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0257 Add power to electric water heaters in MPR 2-123 and 2-124

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install all conduit, boxes, fittings, wire and breakers to supply power to electric water heaters in adult restrooms 2-123 and 2-124

Phase	Category	Description	Subcontractor	Quote
260010	71140	Furnish and install all conduit, boxes, fittings, wire and breakers to supply power to electric water heaters in adult restrooms 2-123 and 2-124	Taft Electric Company	3,526.00
			Subtotal	3,526.00
007480	71160	Subguard	1.15%	40.55
007410	71160	Builders Risk	0.6%	21.40
007420	71160	General Insurance	1.15%	41.02
007510	71160	P&P Bond	1%	35.26
991000	79999	Change Order Fee	5%	181.45
			Markup Subtotal	319.68
			PCI Total	3,845.68

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,845.68.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job cost and schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: _____

11/13/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

RFI 0257



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 055 **Date:**

To: Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From: Matt Gobuty Taft Electric Company P.O. Box 3416 Ventura, CA 93006
---	---

Description	Category	Status
MPR Restroom Electric Water Heaters		Submitted

Reference	Required By	Days Req	Amt Req
RFI 064		0	3,526

Notes

We are submitting the above cost to add (2) 40A 2-Pole circuits to feed the MPR restroom water heaters per the response to the attached TEC RFI 064.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____ Date _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 55

COR DESCRIPTION: MPR Restroom Electric Water Heaters

CUST RFP#:

DATE: 10/30/2017

TAKE OFF			
DESCRIPTION	MATERIAL	HOURS	
Takeoff (see attached)	\$754.50	19.84	
Layout & Coordination	\$0.00	2.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
TOTAL	\$754.50	21.84	

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	21.84	\$84.42	\$1,843.73
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$1,843.73
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
SUBTOTAL LABOR			\$1,843.73
TOTAL LABOR			\$1,843.73

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$58.47
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$812.97
15.00%	OVERHEAD & PROFIT	\$121.95
	TOTAL TAKEOFF MATERIAL	\$934.92

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	\$34.51
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$34.51
15.00%	OVERHEAD & PROFIT	\$5.18
	TOTAL DJE	\$39.69

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
Main Elect	40A Breakers	\$330.00
	Safety Switches	\$213.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$543.00
7.75%	SALES TAX	\$42.08
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$585.08
15.00%	OVERHEAD & PROFIT	\$87.76
	TOTAL QUOTES	\$672.84

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL \$934.92
	QUOTED MATERIAL \$672.84
	SUBCONTRACTORS \$0.00
	LABOR EXPENSES \$1,843.73
	DIRECT JOB EXPENSES \$39.69
SUBTOTAL CHANGE REQUEST	\$3,491.19
0.00%	\$0.00
0.00%	\$0.00
1.00%	BOND COSTS \$34.91
CHANGE PROPOSAL TOTAL	\$3,526

MAIN ELECTRIC SUPPLY CO.
 3600 W. Segerstrom Ave. Santa Ana, CA 92704
 PH:(949)833-3052 FAX:(949)271-5704

QUOTE SHEET



DATE: 10/30/2017

TO: TAFT ELECTRIC JOB: LEMONDWOOD

REF# COR 055

ATTN: MATT GOBUTY

TYPE	QUANTITY	DESCRIPTION			TOTAL
	2	DH262UGK	\$	106.50	\$ 213.00
			SUBTOTAL		\$ 213.00

NOTES:
 Quote include Freight.
 Any changes to this BOM will require a revised price!
 Any material that is NOT shown on this BOM are NOT included in your cost & should NOT be assumed to be included!
 NO BID on coordination study or any testing of any kind unless otherwise noted!
THESE PRICES ARE FIRM FOR 30 DAYS FROM THE DATE OF QUOTE!

Matt Gobuty

From: CMiC I/O <cmicionewprod@swinerton.com>
Sent: Thursday, October 12, 2017 7:58 AM
To: Matt Gobuty
Subject: 16055106MG RFI TAFT-00059 TEC RFI 064 MPR Restroom Water Heaters
Attachments: RFI 064 MPR Restroom Water Heaters.pdf

RFI TAFT-00059

From	Matt Gobuty
To	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	TEC RFI 064 MPR Restroom Water Heaters

Author: Nalani Scanlon

Date: 2017-08-31 03:45 PM

Forwarded by Nalani Scanlon to Tom Bardwell as 00305

Subject: TEC RFI 064 MPR Restroom Water Heaters
Date Required: 2017-07-25
Cost Impact: Yes
Cost Amount: 2,500.00
Question: See MPR Power Plan sheet E2.2.1 Room 107 and 108. No electric water heaters are shown. See sheet P2-41.1 Detail 1 which shows (2) electric water heaters. Is the intent to install these heaters? A ROM to bring two circuits from Electrical Room 2-104 to feed these water heaters is \$2500. Please Advise.

Modified question:

See MPR Power Plan sheet E2.2.1 Room 107 and 108. No electric water heaters are shown. See sheet P2-41.1 Detail 1 which shows (2) electric water heaters. Is the intent to install these heaters? A ROM to bring two circuits from Electrical Room 2-104 to feed these water heaters is \$2500. Please Advise.

Suggestion:

Answer: Yes, water heaters are required.
Jeff Walker - Tk1SC
9/11/17

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

Note: Please ensure that you leave "16055106MG RFI TAFT-00059" in the subject line of all emails you send related to this RFI. Replies must be **above** the original message. Attachments will also be accepted.



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

TEC RFI 064

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

RFI #: 064 **Date Created: 7/25/2017**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	Taft Electric Company P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

RFI Answered By: **Owner RFI Number**

Subject	Discipline	Category
MPR Water Heaters	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Not Sure		Not Sure		Not Sure

Cost Impact Comments **Sched Impact Comments** **Dwg Impact Comments**

Cc: Company Name **Contact Name** **Copies** **Notes**

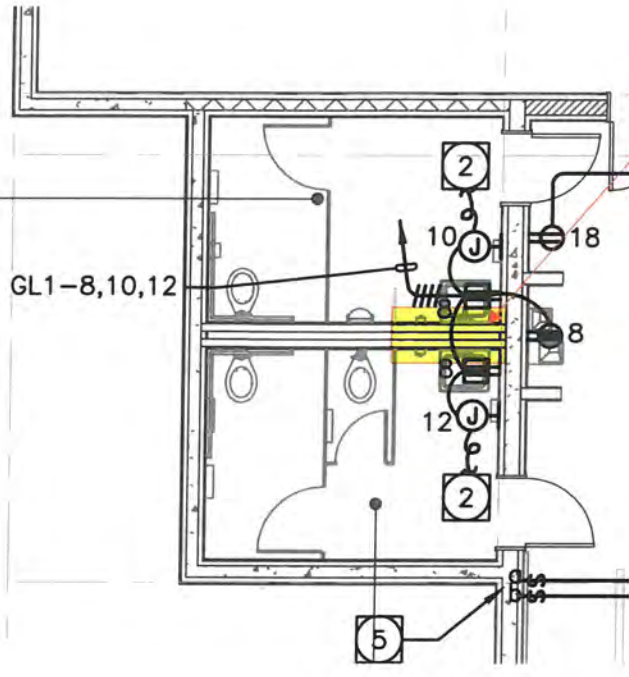
Question **Date Required: 8/1/2017**

See MPR Power Plan sheet E2.2.1 Room 107 and 108. No electric water heaters are shown. See sheet P2-41.1 Detail 1 which shows (2) electric water heaters. Is the intent to install these heaters? A ROM to bring two circuits from Electrical Room 2-104 to feed these water heaters is \$2500. Please Advise.

Suggestion

Answer **Date Answered:**

MENS R.R.
2-107

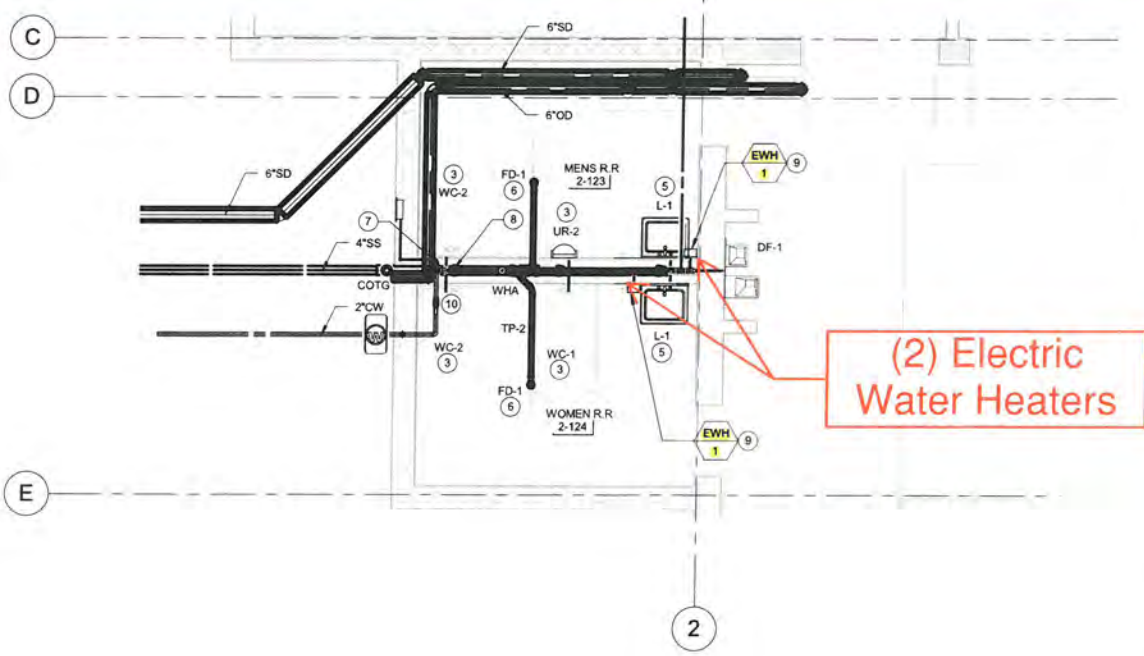


No water heaters shown

SHEET NUMBER: **E2-2.1**

SHEET TITLE:

**BUILDING 2
MPR GYM -
POWER PLAN**



DATE ISSUED: 9/30/15
PROJECT NO: 1340121
SCALE: 1/4" = 1'-0"

SHEET NUMBER: **P2-41.1**
SHEET TITLE:

**MPR BUILDING 2
PLUMBING
ENLARGED PLANS**



3 MACARTHUR PLACE SUITE 850 SANTA ANA, CA 92707
T 949.809.3380 WWW.SVA-ARCHITECTS.COM

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November 13, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0259 RFI 180 add electrical to smoke, fire damper previously added

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Extend 120v circuit from existing SFD to new added SFD as described in RFI 180

Phase	Category	Description	Subcontractor	Quote
260010	71140	Extend 120v circuit from existing SFD to new added SFD as described in RFI 180	TAFT ELECTRIC COMPANY	529.00
			Subtotal	529.00
007480	71160	Subguard	1.15%	6.08
007410	71160	Builders Risk	0.6%	3.21
007420	71160	General Insurance	1.15%	6.15
007510	71160	P&P Bond	1%	5.29
991000	79999	Change Order Fee	5%	27.22
			Markup Subtotal	47.95
			PCI Total	576.95

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **576.95.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a quote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read 'Bill Gray', is written over the printed name.

Bill Gray
PM
Date: _____

11/13/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 036

Date: 2/21/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Added Classroom SFD - RFI 180		submitted

Reference	Required By	Days Req	Amt Req
RFI 180	2/28/2017	0	529

Notes

We are submitting the above cost to provide 120v power from the existing SFD circuit to the new smoke fire damper added in Swinerton RFI 180.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____ Date _____

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: COST Labor Level: TAFT 21 Feb 2017 13:10:39

Region: COR 036 ADDED SFD

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				SWINERTON RFI 180 ADDED SFD				
	0				ROOM 1-233 & 1-234				
	0				120V POWER TO ADDED SFD FROM EXISTING CIRCUIT				
TITLE	30		M		1/2" EMT (2)#12+G	0.0000	0.00	0.0000	0.00
10046	30	FT	M	1/2	EMT	0.7145	21.43	0.0300	0.90
30136	3	EA	M	1/2	EMT STEEL-COMP COUPLING	0.9779	2.93	0.0320	0.10
30216	2	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.8798	1.76	0.0320	0.06
70029	70	FT	M	12	THHN/THWN CU (SOL)	0.1332	9.32	0.0040	0.28
70111	35	FT	M	12	GREEN THHN CU (GRD 20A)	0.1332	4.66	0.0040	0.14
160572	8	EA	M	#10 x 1"	TEK SCREW	0.0196	0.16	0.0000	0.00
60	7		M		CONDUIT SUPPORT 1/2"-1"	5.8000	40.60	0.2000	1.40
100152	6	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.18
150041	1	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	4.8434	4.84	0.1200	0.12
140272	1	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	13.2024	13.20	0.1800	0.18
150094	1	EA	M	1/2"D 7.3-CI	4"SQ 1-SW RAISED CVR	1.7382	1.74	0.0500	0.05
65	1		M		45/55 BOX SUPPORT	5.4999	5.50	0.2500	0.25
TITLE	1		M	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	3	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.4947	1.48	0.0280	0.08
50023	1	EA	M	1/2	FLEX COND ANGLE CONN	2.6332	2.63	0.1008	0.10
50034	1	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	0.67	0.0840	0.08
40207	2	EA	M	1/2	GRD BUSHING INSULATED	5.8391	11.68	0.2000	0.40
Phase Totals:							122.62		4.33
Job Totals:							122.62		4.33

Matt Gobuty

From: CMiC I/O <cmicionewprod@swinerton.com>
Sent: Thursday, February 16, 2017 9:33 AM
To: Matt Gobuty
Subject: 16055106MG RFI 00180 FSD at Dirty Lab-1/2
Attachments: RFI 180 sketches.pdf; RFI 13 FSD at Dirty Lab-1 and 2.xls

RFI 00180

From	Matt Gobuty
To	Matt Gobuty
CC	
Project	Lemonwood K-8 School LLB
Subject	FSD at Dirty Lab-1/2

Author: Huy Le

Date: 2017-01-10 02:52 PM

OED confirms a Fire Smoke Damper is required at this location. Please see attached revised drawing.

Author: Nalani Scanlon

Date: 2016-12-23 10:18 AM

Forwarded by Nalani Scanlon to Tom Bardwell as 00180

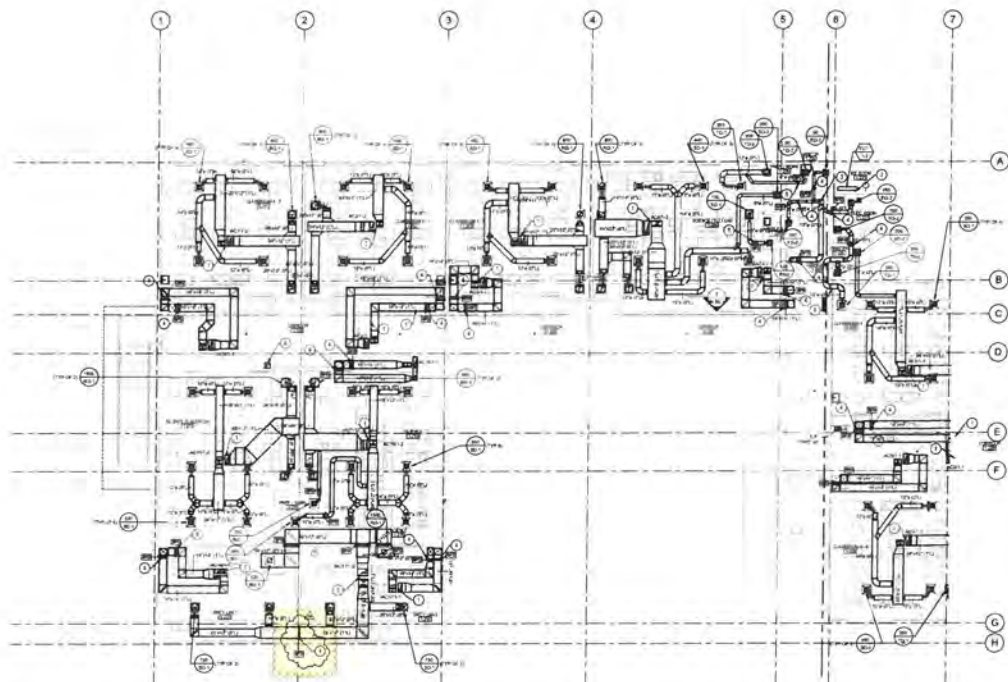
Subject: FSD at Dirty Lab-1/2
Date Required: 2017-01-05
Cost Impact: Yes
Cost Amount:
Question: On sheet M1-11.2.A grid 2 between G and H, 28"x14" duct is passing through a fire rated wall. Please confirm a Fire Smoke Damper is required at this location.

Suggestion:

Answer: Fire Smoke Damper is required at this location. Please see attached revised drawing.

[Click here](#) to access this RFI on-line, or simply reply to this email with your comments and any required attachments.

Note: Please ensure that you leave "16055106MG RFI 00180" in the subject line of all emails you send related to this RFI. Replies must be **above** the original message. Attachments will also be accepted.



CONSTRUCTION NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE MECHANICAL CODES AND THE CITY OF OAKLAND CONSTRUCTION CODE.
2. CONTRACTOR SHALL VERIFY ALL ROOMS AND EQUIPMENT ARE AS SHOWN ON THIS PLAN. ANY CHANGES SHALL BE APPROVED BY THE ARCHITECT.
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CONTRACTOR NOTES

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OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
 CLIENT ADDRESS: 2206 CARRISSE COURT
 OXNARD, CA 93333



EXPIRATION STAMP
 DIVISION OF THE STATE ARCHITECTS
 OFFICE OF REGULATION SERVICES
 AIR 03-11/2026

REVISIONS

NO.	DATE	DESCRIPTION
1	03/11/2026	ISSUED FOR PERMIT
2	03/11/2026	ISSUED FOR PERMIT
3	03/11/2026	ISSUED FOR PERMIT
4	03/11/2026	ISSUED FOR PERMIT
5	03/11/2026	ISSUED FOR PERMIT
6	03/11/2026	ISSUED FOR PERMIT
7	03/11/2026	ISSUED FOR PERMIT
8	03/11/2026	ISSUED FOR PERMIT
9	03/11/2026	ISSUED FOR PERMIT
10	03/11/2026	ISSUED FOR PERMIT

DATE REVISION: 03/11/2026
 PROJECT NO: 134217
 SCALE: AS SHOWN

SHEET NUMBER: M1-11.2.A
 SHEET TITLE: CLASSROOM - BLDG. 1 - MECHANICAL FLOOR PLAN - LEVEL 2 - SEGMENT A

CLASSROOM - BLDG. 1 - MECHANICAL FLOOR PLAN - LEVEL 2 - SEGMENT A





November 13, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0260 Modify site lighting pole anchor bolts per CCD 026

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Per CCD 026 site lighting pole foundations and anchor bolts were modified from manufacturers "J" bolt to straight bolts and plate washers

Phase	Category	Description	Subcontractor	Quote
260010	71140	Modify anchor bolts requirements for site lighting poles per CCD 026	TAFT ELECTRIC COMPANY	1,859.00
			Subtotal	1,859.00
007480	71160	Subguard	1.15%	21.38
007410	71160	Builders Risk	0.6%	11.28
007420	71160	General Insurance	1.15%	21.63
007510	71160	P&P Bond	1%	18.59
991000	79999	Change Order Fee	5%	95.66
			Markup Subtotal	168.54
			PCI Total	2,027.54

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,027.54.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

11/13/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 064 **Date:**

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From:

Description	Category	Status
Anchor Bolt Discrepancy		Submitted

Reference	Required By	Days Req	Amt Req
		0	1,859

Notes

We are submitting the above cost to provide straight anchor bolts for the fixture pole bases. We had originally provided J bolts per manufacturer's specs based on detail 2 on E7.3 and were later instructed to provide bolts per the attached SKS1.

A credit is provided for the rejected bolts which will be returned to the manufacturer.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description				Notes

Approved By:

Signature _____

Name _____ **Date** _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 64

CUST RFP#:

COR DESCRIPTION: Anchor Bolt Discrepancy

DATE: 10/23/2017

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOTAL	\$0.00	0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	0.00	\$84.42	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
SUBTOTAL LABOR			\$0.00
TOTAL LABOR			\$0.00

%	TAKEOFF MATERIAL DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL MATERIAL		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL TAKEOFF MATERIAL		\$0.00

%	DIRECT JOB EXPENSES DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
SUBTOTAL DJE		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL DJE		\$0.00

VENDOR	QUOTED MATERIAL DESCRIPTION	AMOUNT
CED	J Anchor Bolt CREDIT	(\$850.00)
	Straight Anchor Bolt ADD	\$2,335.32
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL QUOTES		\$1,485.32
7.75%	SALES TAX	\$115.11
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL QUOTES		\$1,600.43
15.00%	OVERHEAD & PROFIT	\$240.06
TOTAL QUOTES		\$1,840.50

VENDOR	SUBCONTRACTORS DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL SUBCONTRACTS		\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
TOTAL SUBCONTRACTS		\$0.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL \$0.00	
	QUOTED MATERIAL \$1,840.50	
	SUBCONTRACTORS \$0.00	
	LABOR EXPENSES \$0.00	
	DIRECT JOB EXPENSES \$0.00	
SUBTOTAL CHANGE REQUEST		\$1,840.50
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$18.40
CHANGE PROPOSAL TOTAL		\$1,859

Matt Gobuty

From: Christopher Barbato <CBarbato@swinerton.com>
Sent: Friday, October 13, 2017 6:26 AM
To: Ron Thompson; Matt Gobuty
Subject: Lemonwood
Attachments: SKM_C224e17101306280.pdf

Here's the detail for the Light post footing, the anchor bolts are approx.. 20-1/2" long, please double check my math, we will be forming these next week, please let me know the availability of the anchor bolts.

From: scanner@swinerton.com [mailto:scanner@swinerton.com]
Sent: Friday, October 13, 2017 7:29 AM
To: Christopher Barbato <CBarbato@swinerton.com>
Subject: Message from KM_C224e



PROJECT NAME:
LEMONWOOD K-8 RECONSTRUCTION

PROJECT NUMBER:
 1340121

DESCRIPTION:
NEW DETAIL

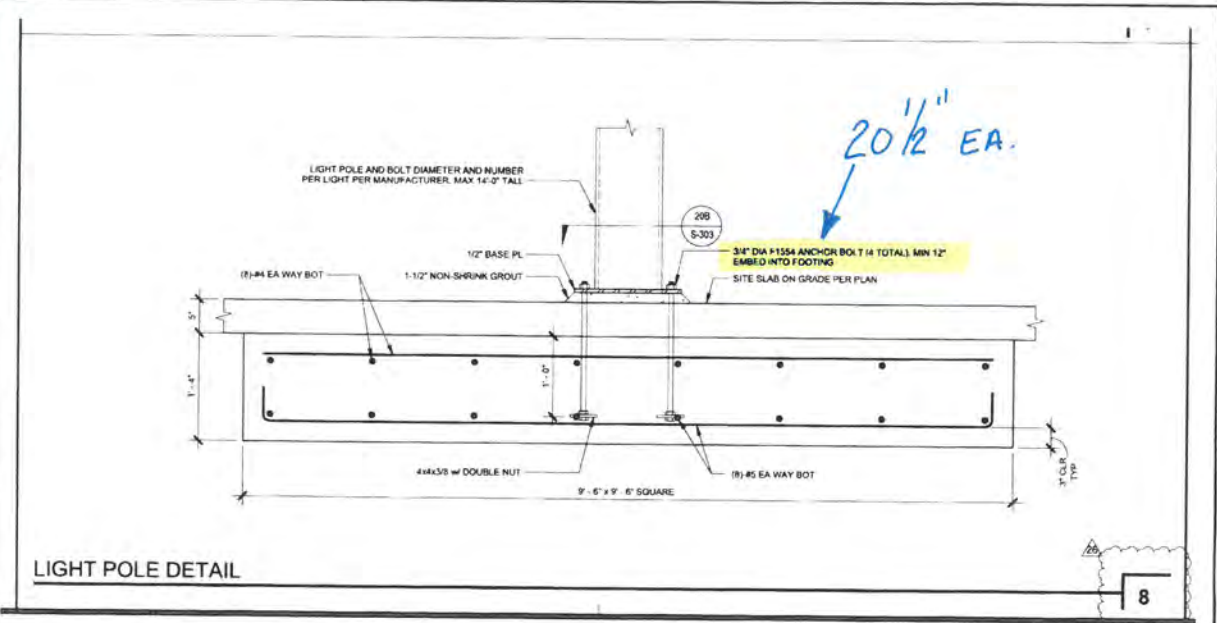
DRAWING REFERENCE:
8/S-303

ISSUE REFERENCE:
CCD #026

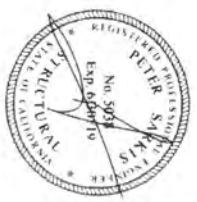
DATE:
 10/12/2017

SCALE:
 AS SHOWN

DRAWN BY:
 Author



LIGHT POLE DETAIL



CED ROYAL INDUSTRIAL SOLUTIONS
 1807 PALMA DRIVE
 VENTURA CA 93003
 TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: KARRIE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-32223 TAFT-LEMONWOOD ELEMENTARY S

LEMONWOOD ELEMENTARY SCHOOL
 1694 EASTMAN AVENUE
 VENTURA, CA 93003

QUOTATION		PAGE	
QUOTE #	DATE	REV #	REV DATE
1084627	10/16/17	002	10/18/17
QUOTE EXPIRES		PREPARED BY	
11/15/2017		KT	
SLS		INSL	
0184		9007	
FOB		FREIGHT	
SHIPPING POINT		PREPAY & CHARGE	

CUS PO #:
JOB NAME: LEMONWOOD ANCHOR BOLTS

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	*	REVISED 10/18/2017					
02	*	Straight Anchor Bolts					
03	*	THESE BOLTS ARE FULL THREADED RODS CUT TO 20" FROM 12'					
04	*	GALVANIZED BARS					
05	84	BOLT	3/4" X 20" ATR	F1554 -36 HDG	9.39	E	788.76
06	36	BOLT	1" X 20" ATR	F1554 -36 HDG	17.46	E	628.56
07	120	BOLT	4X4X3/8 PLATES HDG		7.65	E	918.00
08	*						
09	*	2-3 DAY LEAD TIME					
10	*						
11	*	PLUS TAX					

TOTAL: 2,335.32

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

Quick Reference Guide ASTM F 1554-07

The 3 Grades of F1554 Anchors, Grade 36-Blue, Grade 55-Yellow, Grade 105-Red.

Grade	Size	Tensile,ksi	Yield,ksi,min	ROA, %,min	Elong,%,min
55	1/4" - 4"	58 - 80	36	40	23
	1/4" - 2"	75 - 95	55	30	21
	2-1/8"-2-1/2"	75 - 95	55	22	21
	2-5/8"- 3"	75 - 95	55	20	21
	3-1/8"- 4"	75 - 95	55	18	21
105	1/4" - 3"	125 - 150	105	45	15

- *When Grade 36 is specified a weldable Grade 55 may be substituted at suppliers option.
- *Certified material test reports of Tensile, Yield, Elongation, reduction of area are required.
- *Anchors and rods are supplied with Class 2A threads, unless specified on order.
- *Color coding is required; head stamp or mfg id are supplemental requirements.
- *Lot traceability is required for material chemicals, physical and mechanical properties.
- *Responsibility is on the Supplier who furnishes anchors to the purchaser.

Recommended Nuts
Nuts must have a Proof Load Stress equal or greater than the min tensile strength for the specified anchor bolt or rod.

36	
SIZE	GRD/STYLE
1/4-1-1/2"	A/Hex
UPTO 4"	A/Heavy
GALVANIZED	SAME
55	
SIZE	GRD/STYLE
1/4- 1-1/2"	A/Hex
UPTO 4"	A/Heavy
GALVANIZED	A/Heavy
105	
SIZE	GRD/STYLE
1/4" - 1-1/2"	DH or 2H
UPTO 3"	DH or 2H
GALVANIZED	DH or 2H

Minimum Mechanical Requirements to comply with F1554 spec.

Grade	Size	Thread	SA	Grade 36 58-80 ksi Tensile		Grade 55 75-95 ksi Tensile		Grade 105 125-150 ksi Tensile	
				Min Tensile	Min Yield	Min Tensile	Min Yield	Min Tensile	Min Yield
AB36	1/2	13 UNC	0.1419	8,230	5,108	10,643	7,805	17,738	14,940
AB55	5/8	11 UNC	0.2260	13,108	8,136	16,950	12,430	28,250	23,730
AB105	3/4	10 UNC	0.3340	19,372	12,024	25,050	18,370	41,750	35,070
	7/8	9 UNC	0.4620	26,796	16,632	34,650	25,410	57,750	48,510
	1	8 UNC	0.6060	35,148	21,816	45,450	33,330	75,750	63,630
	1-1/8	7 UNC	0.7630	44,254	27,468	57,225	41,965	95,375	80,115
	1-1/4	7 UNC	0.9690	56,202	34,884	72,675	53,295	121,125	101,745
	1-1/2	6 UNC	1.4050	81,430	50,580	105,375	77,275	175,625	147,525
	1-3/4	5 UNC	1.9000	110,200	68,400	142,500	104,500	237,500	199,500
	2	4-1/2 UNC	2.5000	145,000	90,000	187,500	137,500	312,500	262,500

ALL the information contained in these tables are for training only.
 For full details review the full copy of ASTM F-1554-07. There are the highlights
 of F-1554 provided for your review. No warranty to the accuracy should be assumed.

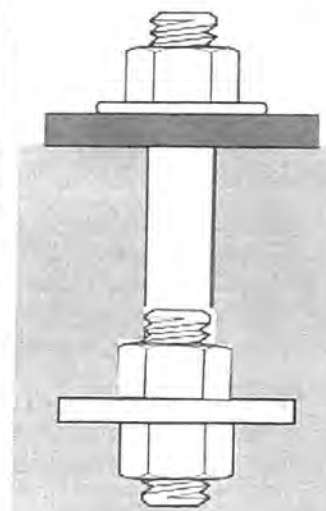
Min Dimensional requirements to comply with F1554 Specification.

ANSI/ASME B1.1, ASTM F1554-07 Class 2A rolled threads.

Size	Thread	A B C		
		Min Thread*	Min Body*	Min in Bend*
1/2	13 UNC	.4876"	.4435"	.3992"
5/8	11 UNC	.6113"	.5589"	.5030"
3/4	10 UNC	.7353"	.6773"	.6096"
7/8	9 UNC	.8592"	.7946"	.7151"
1	8 UNC	.9830"	.9100"	.8190"
1-1/8	7 UNC	1.1064"	1.0228"	.9205"
1-1/4	7 UNC	1.2314"	1.1476"	1.0328"
1-1/2	6 UNC	1.4794"	1.3812"	1.2431"
1-3/4	5 UNC	1.7268"	1.6085"	1.4477"
2	4-1/4 UNC	1.9751"	1.8433"	1.6590"

* Any Dimension under the Minimum eliminates allowable load ca

Anchor Rods



Matt Gobuty

From: Theis, Karrie <ktheis@cedventura.com>
Sent: Friday, October 20, 2017 9:51 AM
To: Matt Gobuty; Michael Shields
Subject: RE: 2241 Type 9 and 12 anchor bolts: Rejected by Inspector

Anchor bolts will be ready Monday.

Estimated credit for returning anchor bolts will be \$850.

From: Matt Gobuty [mailto:mgobuty@taftelectric.com]
Sent: Wednesday, October 18, 2017 2:07 PM
To: Michael Shields <mshields@taftelectric.com>
Cc: Theis, Karrie <ktheis@cedventura.com>
Subject: FW: 2241 Type 9 and 12 anchor bolts: Rejected by Inspector

Hi Michael,
Please add the amount on the attached quote to PO 222832 to CED.
Thank you.

Karrie,
Please release immediately. Also, please provide the expected amount we will be credited for returning the bolts.

Matt Gobuty

Project Manager
Taft Electric Company
(805) 654-7994
mgobuty@taftelectric.com

An Employee Owned Company



Serving California for over 70 years!

From: Theis, Karrie [mailto:ktheis@cedventura.com]
Sent: Wednesday, October 18, 2017 1:57 PM
To: Matt Gobuty <mgobuty@taftelectric.com>
Subject: RE: 2241 Type 9 and 12 anchor bolts: Rejected by Inspector

Matt,



November 14, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0261 RFI 0138 Revise electric water heater in 1-138

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add electrical power supply to revised water heater in Classroom restroom 1-133.

Phase	Category	Description	Subcontractor	Quote
260010	71140	RFI 138 Add electrical power to electric water heater in 1-133	TAFT ELECTRIC COMPANY	1,590.00
			Subtotal	1,590.00
007480	71160	Subguard	1.15%	18.29
007410	71160	Builders Risk	0.6%	9.65
007420	71160	General Insurance	1.15%	18.50
007510	71160	P&P Bond	1%	15.90
991000	79999	Change Order Fee	5%	81.82
			Markup Subtotal	144.16
			PCI Total	1,734.16

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,734.16.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

 X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray
PM
Date: _____

11/14/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 037

Date: 9/21/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Electric Water Heater - RFI 138		submitted

Reference	Required By	Days Req	Amt Req
RFI 180	9/28/2017	0	1,590

Notes

We are submitting the above cost to provide power to the electric water heater EWH-3 added in Swinerton RFI 180. *138*

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____
Name _____ Date _____

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: COST Labor Level: TAFT 21 Feb 2017 13:09:29

Region: COR 037 ELECTRIC WATER HEATER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				SWINERTON RFI 138 EWH-3 ELECTRIC WATER HEATER				
	0				ROOM 1-133 ADD 50A CIRCUIT CH2-38				
180094	1	EA	M	50/1	BOLT-ON BREAKER	103.4999	103.50	1.0000	1.00
66	1	M			HD SAFETY SWITCH 600V 60AMP	295.8999	295.90	2.0000	2.00
10048	50	FT	M	1	EMT	1.8641	93.20	0.0400	2.00
30128	5	EA	M	1	EMT STEEL-SS COUPLING	1.2597	6.30	0.0240	0.12
30554	1	EA	M	1	EMT LB CONDUIT BODY	19.0906	19.09	0.2500	0.25
30208	2	EA	M	1	EMT STEEL SS INS-THROAT CONNECTOR	1.9295	3.86	0.0455	0.09
60	5	M			CONDUIT SUPPORT 1/2"-1"	5.8000	29.00	0.2000	1.00
32	2	M			FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.44
70036	100	FT	M	6.	THHN/THWN CU (STR)	0.6436	64.36	0.0060	0.60
100155	4	EA	M	6.	WIRE TERMINATION	0.0000	0.00	0.1200	0.48
70030	50	FT	M	10	THHN/THWN CU (SOL)	0.2084	10.42	0.0045	0.23
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.0350	0.14
TITLE	1	M	1		LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50075	1	FT	M	1	LIQUIDTITE CONDUIT	2.0835	2.08	0.0525	0.05
50086	1	EA	M	1	LIQUIDTITE ANGLE CONNECTOR	10.0288	10.03	0.2016	0.20
50097	1	EA	M	1	LIQUIDTITE STRAIGHT CONNECTOR	4.0518	4.05	0.1680	0.17
40209	2	EA	M	1	GRD BUSHING INSULATED	8.3132	16.63	0.2500	0.50
	0				ROOM 1-134 OMIT 20A CIRCUIT CL4-26				
67	-1	M			HD SAFETY SWITCH 600V 30AMP	0.0000	0.00	1.5000	-1.50
70029	-120	FT	M	12	THHN/THWN CU (SOL)	0.1332	-15.98	0.0040	-0.48
100152	-6	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.0300	-0.18
TITLE	-1	M	1/2		LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50073	-3	FT	M	1/2	LIQUIDTITE CONDUIT	1.0485	-3.15	0.0280	-0.08
50084	-1	EA	M	1/2	LIQUIDTITE ANGLE CONNECTOR	3.1856	-3.19	0.1260	-0.13
50095	-1	EA	M	1/2	LIQUIDTITE STRAIGHT CONNECTOR	1.8822	-1.88	0.1050	-0.11

Taft Electric Company

1694 Eastman Avenue
 Van Nuys, CA 91403

Phone: 805-642-0121
 Web: www.taftelectric.com

Region: COR 037 ELECTRIC WATER HEATER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
40207	-2	EA	M	1/2	GRD BUSHING INSULATED	5.8391	-11.68	0.2000	-0.40
Phase Totals:							672.54		6.39
Job Totals:							672.54		6.39



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00138

To:	SVA ARCHITECTS, INC.	RFI Date:	11/02/2016
Attention:	Tom Bardwell	Date Due:	11/09/2016
CC:	Paul Vernier	RFI Type:	Plumbing
	Dick Jones	Priority:	High
	James Werstiuk	Schedule/Activity ID:	
		Document Reference:	P1-11.1A
		Spec Section:	22000
		Status:	Accepted

Subject: EWH-3 shown supplying hot water to SS-1 Service Sink in RM# 1-133

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings show an EWH-3 electric instantaneous water heater in Janitor's Room #1-133 to supply hot water to the SS-1 service sink (see attached). The EWH-3 shows temp rise of 47 degrees @ 1.20 GPM as the max rating. The Chicago Faucet at the SS-1 sink is GPM rated at full flow which is in excess of 2.2 GPM. Please verify this EWH-3 will be adequate to heat the water for the SS-1 service sink. If not, provide alternate design for electric water heater at this fixture. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

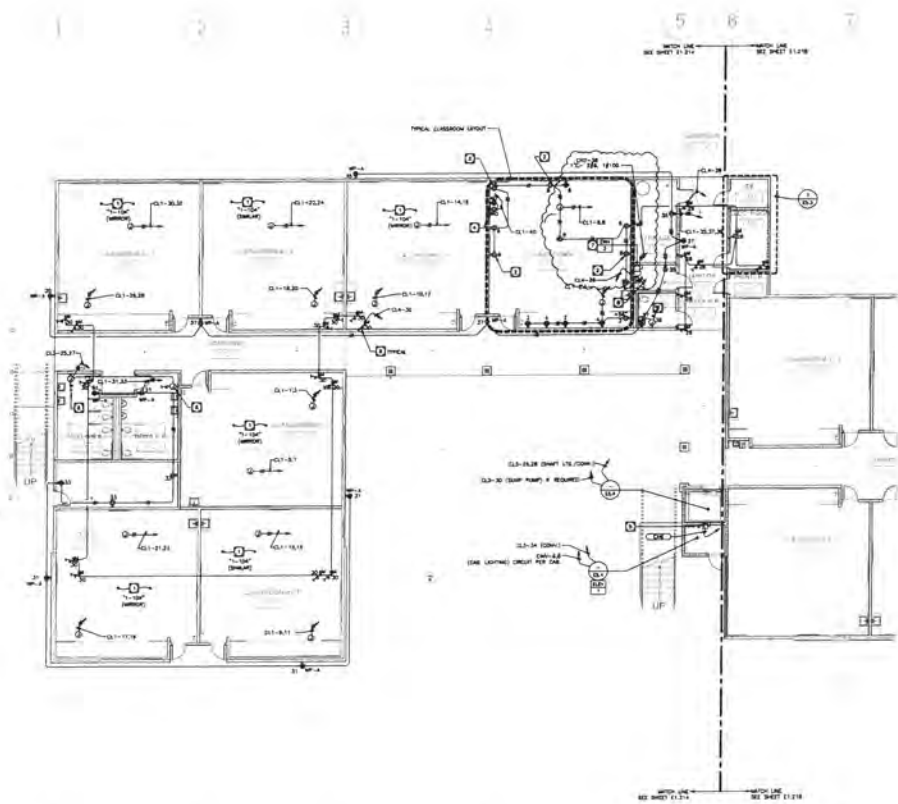
Answered By: Tom Bardwell

Date of Response: 11/30/2016

Revise Chromomite water specification to R48L, 277 V, see attached cut sheet. Revise Janitor's sink faucet to 445-PVBCP-FC-1.5 gpm. The revised water heater will allow the low flow activation for the L-1 faucet in the unisex restroom 1-129. The electrical requirement change has been coordinated with the electrical engineer. See attached sketches.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI031
RFI 138 - Chromomite cut sheet
RFI 138 sketches



- PLAN NOTES:**
- 1. PROVIDE COMPLETE POWER SYSTEM FOR THE SCHOOL CLASSROOMS. INCLUDE THE FOLLOWING: ALL ELECTRICAL AND ASSOCIATED CONDUIT, WIRING, SWITCHES, RECEPTACLES, AND LIGHTING. PROVIDE FOR A COMPLETE AND OPERABLE SYSTEM.
 - 2. RECEPTACLES FOR CLASSROOMS TO BE LOCATED AS SHOWN. RECEPTACLES TO BE PROVIDED AS SHOWN. PROVIDE FOR EACH TO LOCATOR AND PROVIDE FOR EACH TO LOCATOR.
 - 3. PROVIDE FOR EACH TO LOCATOR AND PROVIDE FOR EACH TO LOCATOR.
 - 4. PROVIDE FOR EACH TO LOCATOR AND PROVIDE FOR EACH TO LOCATOR.
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 - 9. PROVIDE FOR EACH TO LOCATOR AND PROVIDE FOR EACH TO LOCATOR.
 - 10. PROVIDE FOR EACH TO LOCATOR AND PROVIDE FOR EACH TO LOCATOR.

- POWER PLAN GENERAL NOTES:**
1. ALL RECEPTACLES ON COMMON WALLS SHALL BE REMOVED AND BE REPLACED BY OTHERS.
 2. ALL RECEPTACLES ON COMMON WALLS SHALL BE REMOVED AND BE REPLACED BY OTHERS.
 3. ALL RECEPTACLES ON COMMON WALLS SHALL BE REMOVED AND BE REPLACED BY OTHERS.
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 9. ALL RECEPTACLES ON COMMON WALLS SHALL BE REMOVED AND BE REPLACED BY OTHERS.
 10. ALL RECEPTACLES ON COMMON WALLS SHALL BE REMOVED AND BE REPLACED BY OTHERS.



OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMONWOOD K-8
 RECONSTRUCTION
 CLIENT ADDRESS: 2200 CAMPBELL COURT
 OXNARD, CA 93051



IDENTIFICATION STAMP
 DIVISION OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 AIR 03-116026

DATE ISSUED: _____
 PROJECT NO: _____
 SCALE: AS NOTED

NO.	REVISION	DATE

SHEET NUMBER: E1-2.1.A
 SHEET TITLE: BUILDING 1 CLASSROOMS LEVEL 1 SEGMENT A - POWER PLAN





R SERIES MIGHTY-MITE™ - LOW ACTIVATION

APPLICATION: commercial, industrial, residential, multiple lavatories, public lavatories, kitchen/bar sink

PRODUCT FEATURES

- Uses a digital microprocessor for temperature control
Ultra quick response times for temperature variations - 120 times per second. Microprocessor use is the most energy efficient means of heating water
- Unlimited hot water
- Ideal for sensor /hands-free faucets with the 104°F factory preset setting; no mixing valve needed
- Saves water and energy - 99% energy efficient
- Works on low flow
- Rugged steel housing
- Space saving compact size: 9-3/4" (H) x 10-1/2" x 4-1/4"
- Meets applicable building codes including ADA, UL, IAPMO, and UPC.
- Environmentally friendly
- Made in the U.S.A.
- 3/4" NPT Male connections

Chronomite R Series Mighty-Mite™ - Low Activation models are manufactured to provide reliable point-of-use hot water with flow rate from 0.35 GPM to 5.0 GPM. There is no pressure and temperature relief valve needed (unless required by code), saving time and money on installation.

Housing is fabricated from rugged steel.

Element assembly is fabricated from Celcon/Ryton plastic.

Heating coils are nichrome.

For the model being selected, please place the corresponding amps and volts values in the Guide Specifications to the right.



R Series Mighty-Mite™ - Low Activation

GUIDE SPECIFICATION

Tankless Water Heater shall be a Chronomite Laboratories Model

R - _____ L / _____
AMPS VOLTS

_____ OPTIONS

to heat to a preset temperature of:

- 104°F (Standard sensor faucet hand washing setting)
- 110°F (Standard hand washing setting) (Meets ADA)
- Other temperature settings available upon request (specify below)
- 120°F (Meets health code)

Unit shall be provided with Celcon waterways, and Nichrome heating coils.
 Temperature controlled by microprocessor.

OPTIONS

- Factory Preset (F)
- Satin Stainless Steel Housing (SS)
- Disconnect Switch, Rotary 80A-Lockable NEMA 4X (2095-4)

MODEL	AMPS	VOLTS	WATTS	ACTIVATION	TEMP RISE @	TEMP RISE @	TEMP RISE @
				GPM	1.5 GPM	2.5 GPM	3.0 GPM
R-48L / 208	48	208	10000	0.35	45	27	23
R-48L / 240	48	240	11500	0.35	52	31	26
R-58L / 208	58	208	12050	0.35	55	33	27
R-63L / 208	63	208	13100	0.35	60	36	30
R-48L / 277	48	277	13300	0.35	61	36	30
R-58L / 240	58	240	13900	0.35	63	38	32
R-68L / 208	68	208	14150	0.35	64	39	32
R-63L / 240	63	240	15100	0.35	69	41	34
R-75L / 208	75	208	15600	0.35	71	43	36
R-58L / 277	58	277	16050	0.35	73	44	37
R-68L / 240	68	240	16300	0.35	74	45	37
R-63L / 277	63	277	17450	0.35	79	48	40
R-75L / 240	75	240	18000	0.35	82	49	41
R-68L / 277	68	277	18850	0.35	86	51	43
R-75L / 277	75	277	20750	0.35	95	57	47



Member of U.S. Green Building Council



Water Conserving Product



Made in the USA

Complies with Standards for:



Federal Public Law 111-381 (No-Lead)

CALGreen

CHRONOMITE LABORATORIES, INC.

17451 Hurley St. :: City of Industry, CA 91744
 Phone 800-447-4962 :: 626-937-4270
 Fax 626-937-4279 :: www.chronomite.com

MEMBER OF

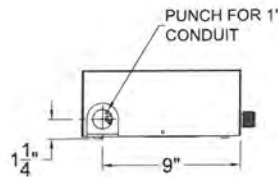
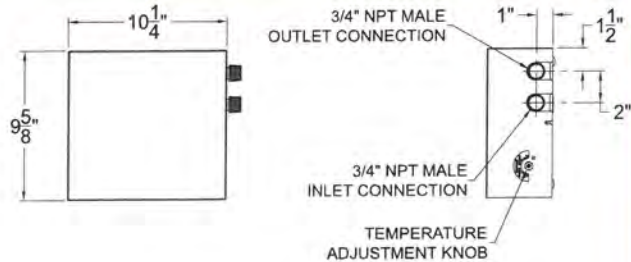


R SERIES MIGHTY-MITE™ - LOW ACTIVATION

TECHNICAL DIMENSIONS

R SERIES MIGHTY-MITE™ - LOW ACTIVATION

Dimensions:	9-3/4" (H) x 10-1/2" x 4-1/4"
Weight:	10 lbs.
Materials:	Rugged steel housing Celcon plastic element assembly with nichrome coils
Housing Color:	White
Minimum Operating Flow Rate:	0.35 GPM
Minimum Operating Pressure:	25 PSI
Maximum Operating Pressure:	80 PSI
Maximum Pressure:	150 PSI
Maximum Operating Temperature:	160°F
Listing:	UL, UPC

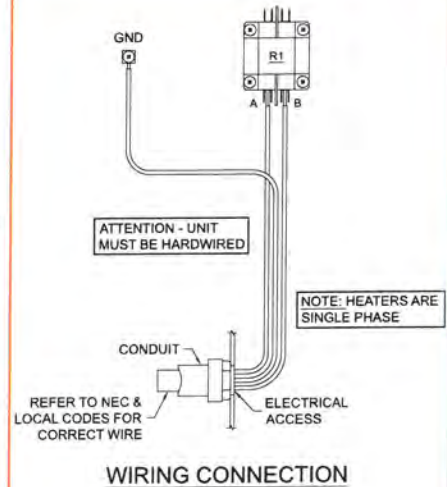
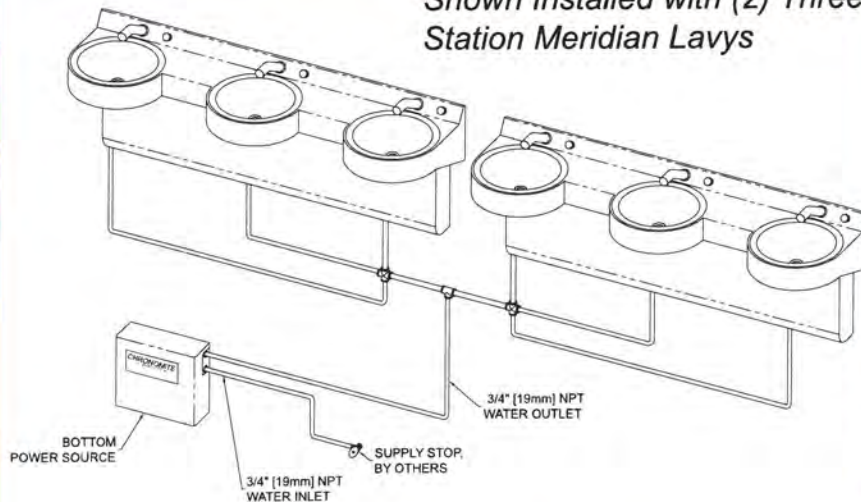


GENERAL NOTES:

- The microprocessor adjusts the heater's power for variations in flow rates, inlet water temperature and pressure to assure the selected factory pre set water temperature.
- 240V models when operated at 220V will have approximately a 15% wattage decrease.

INSTALLATION DIAGRAM

Shown Installed with (2) Three Station Meridian Lavays



Chronomite Laboratories assumes no responsibility for use of void or suspended data. © Copyright Chronomite Laboratories, Inc. Member of Morris Group International, City of Industry, CA Please visit www.chronomite.com for most current specifications.

SELECTION SUMMARY & APPROVAL FOR MANUFACTURING

Company _____

Model Number & Options _____ Quantity _____

Contact _____ Title _____

Signature (Approval for Manufacturing) _____ Date _____

CHRONOMITE
LABORATORIES, INC.
PH. 800-447-4962
626-937-4270
FAX 626-937-4279
www.chronomite.com



November 14, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0262 Extend electrical and communication conduits at added soffit RFI 257

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Where exterior wall soffits were added existing conduits had to be extended

Phase	Category	Description	Subcontractor	Quote
260010	71140	Extend power and communication conduit at outside wall soffited areas RFI 257	TAFT ELECTRIC COMPANY	3,887.00
			Subtotal	3,887.00
007480	71160	Subguard	1.15%	44.70
007410	71160	Builders Risk	0.6%	23.59
007420	71160	General Insurance	1.15%	45.22
007510	71160	P&P Bond	1%	38.87
991000	79999	Change Order Fee	5%	200.03
			Markup Subtotal	352.41
			PCI Total	4,239.41

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,239.41.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray
PM
Date: _____

11/14/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 050

Date: 6/12/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Classroom Soffits - Extend Conduits		Submitted

Reference	Required By	Days Req	Amt Req
RFI 257	6/19/2017	0	3,887

Notes

We are submitting the above cost for T&M work to extend conduits past the added soffits per RFI 257. See attached email for details.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____ Date _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 50

CUST RFP#: _____

COR DESCRIPTION: Classroom Soffit Changes per RFI 257

DATE: 6/9/2017

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Takeoff (Conest)	\$1,198.42	0.00
28 Rooms @1 hr ea	\$0.00	28.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOTAL	\$1,198.42	28.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	28.00	\$84.42	\$2,363.76
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$2,363.76
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
SUBTOTAL LABOR			\$2,363.76
TOTAL LABOR			\$2,363.76

%	TAKEOFF MATERIAL DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$92.88
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL MATERIAL		\$1,291.30
15.00%	OVERHEAD & PROFIT	\$193.69
TOTAL TAKEOFF MATERIAL		\$1,484.99

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
SUBTOTAL DJE		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL DJE		\$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL QUOTES		\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL QUOTES		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL QUOTES		\$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL SUBCONTRACTS		\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
TOTAL SUBCONTRACTS		\$0.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL \$1,484.99	
	QUOTED MATERIAL \$0.00	
	SUBCONTRACTORS \$0.00	
	LABOR EXPENSES \$2,363.76	
	DIRECT JOB EXPENSES \$0.00	
SUBTOTAL CHANGE REQUEST		\$3,848.75
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$38.49
CHANGE PROPOSAL TOTAL		\$3,887

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: COST Labor Level: TAFT 12 Jun 2017 11:19:33

Region: COR 050 SOFFFIT CHANGES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
10049	110	FT	M	1 1/4	EMT	2.9404	323.44
10047	90	FT	M	3/4	EMT	1.1187	100.69
10046	50	FT	M	1/2	EMT	0.7145	35.72
30139	55	EA	M	1 1/4	EMT STEEL-COMP COUPLING	3.0787	169.33
30137	45	EA	M	3/4	EMT STEEL-COMP COUPLING	1.4838	66.77
30136	25	EA	M	1/2	EMT STEEL-COMP COUPLING	0.9975	24.94
83	75		M		TSGB16 BOX BRACKET	3.8999	292.49
160824	55	EA	M	1 1/4	EMT 2-HOLE STEEL STRAP	0.8640	47.52
160822	45	EA	M	3/4	EMT 2-HOLE STEEL STRAP	0.3214	14.46
160821	25	EA	M	1/2	EMT 2-HOLE STEEL STRAP	0.2304	5.76
85	6		M		3M FIRE BARRIER 10.1 OZ	19.5500	117.30
Phase Totals:						1,198.42	
Job Totals:						1,198.42	

Matt Gobuty

From: Ron Thompson
Sent: Tuesday, May 23, 2017 2:29 PM
To: Matt Gobuty
Subject: lemonwood soffit changes RFI 257

Matt soffit changes per RFI 257 are as follows. 28 classrooms 1hr per

- 1) 55 1-1/4 emt extensions @ 2ft
- 2) 45 ¾ emt extensions @ 2ft
- 3) 25 ½ emt extensions @ 2ft
- 4) 55 1-1/4 steel comp couplings
- 5) 45 ¾ emt couplings
- 6) 25 ½ emt coupling
- 7) 75 tsgb16
- 8) 55 1-1/4 2 hole emt strap
- 9) 45 ¾ 2 hole emt strap
- 10) 25 ½ 2 hole emt strap
- 11) 125 fire caulk locations

Thank you ,
Ron Thompson
805 701 0506
rthompson@taftelectric.com





2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00257

To:	SVA ARCHITECTS, INC.	RFI Date:	05/01/2017
Attention:	Tom Bardwell	Date Due:	05/08/2017
CC:	Cecil Rodriguez	RFI Type:	Architectural
	Chris Yafuso	Priority:	High
	Paul Vernier	Schedule/Activity ID:	
	Dick Jones	Document Reference:	
	Christopher Barbato	Spec Section:	61000
		Status:	Returned

Subject: Marker board Attachment at T-Bar Ceiling

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

We can install wood blocking for the sliding marker boards per 13/A-64.3 where there are wood soffits but does the marker boards attach where there are T-bar ceilings and no soffits? See attachments for reference.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

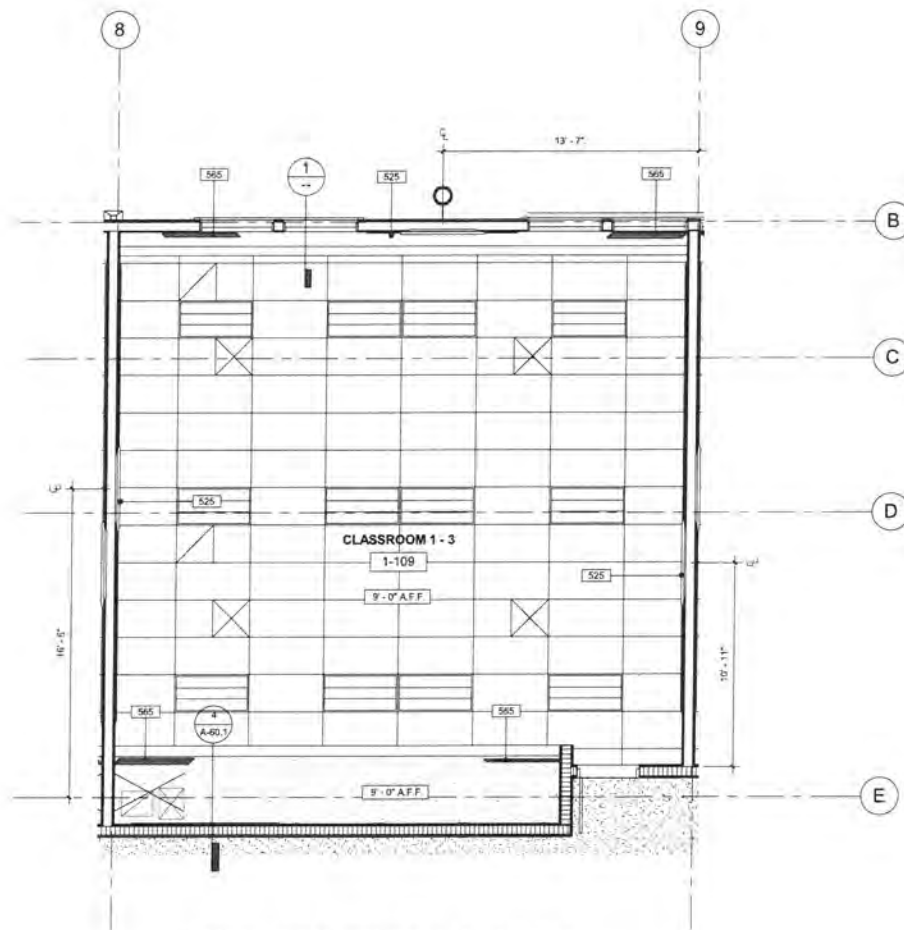
Answered By: Tom Bardwell

Date of Response: 05/18/2017

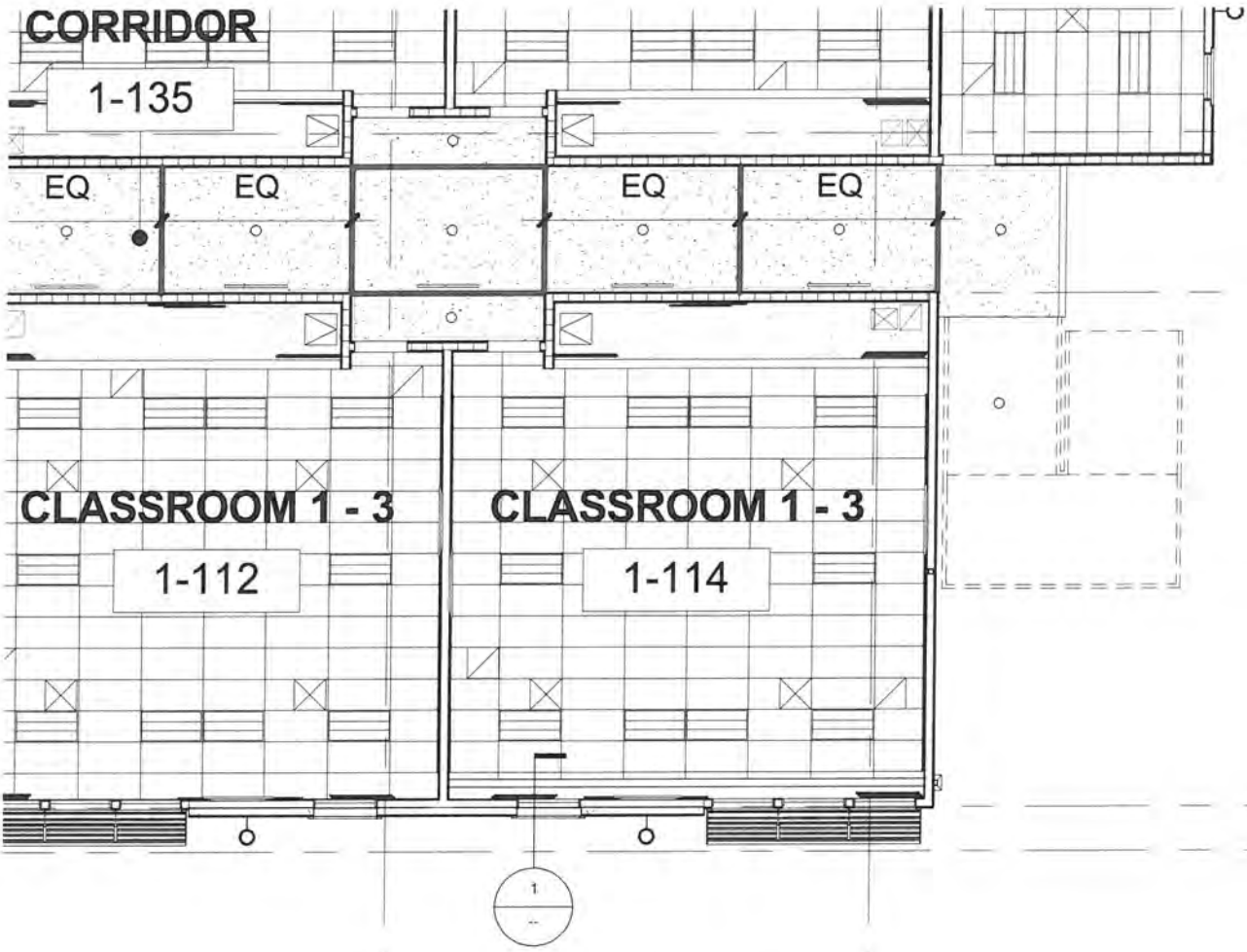
See attached sketches for marker board attachment.

ATTACHMENTS:

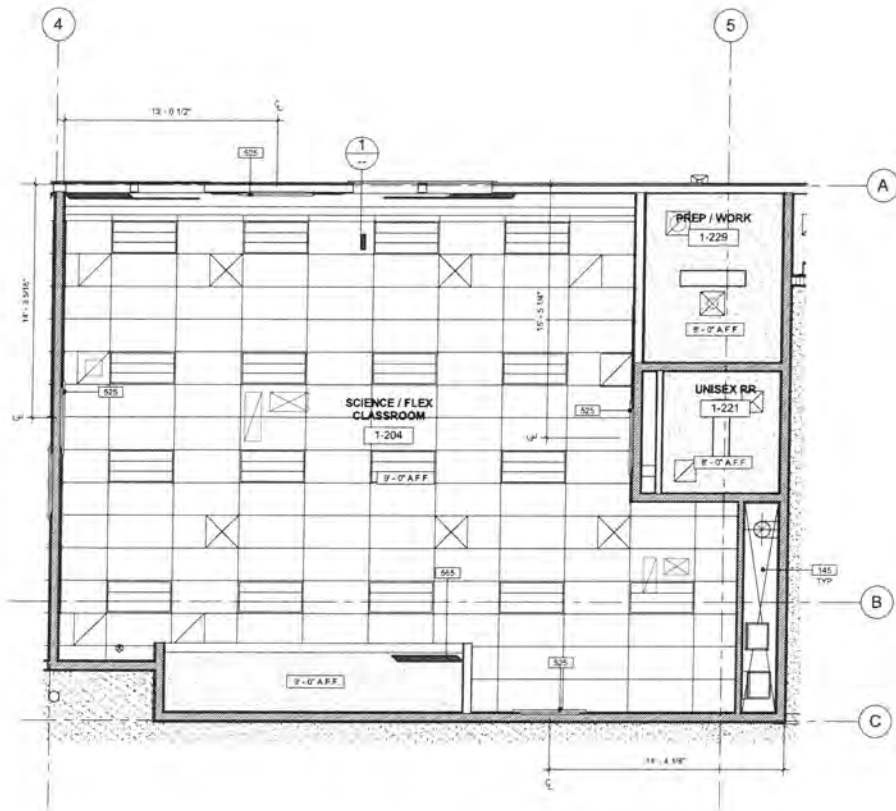
A-64.3 (1)
A-64.3
RFI 257 sketches



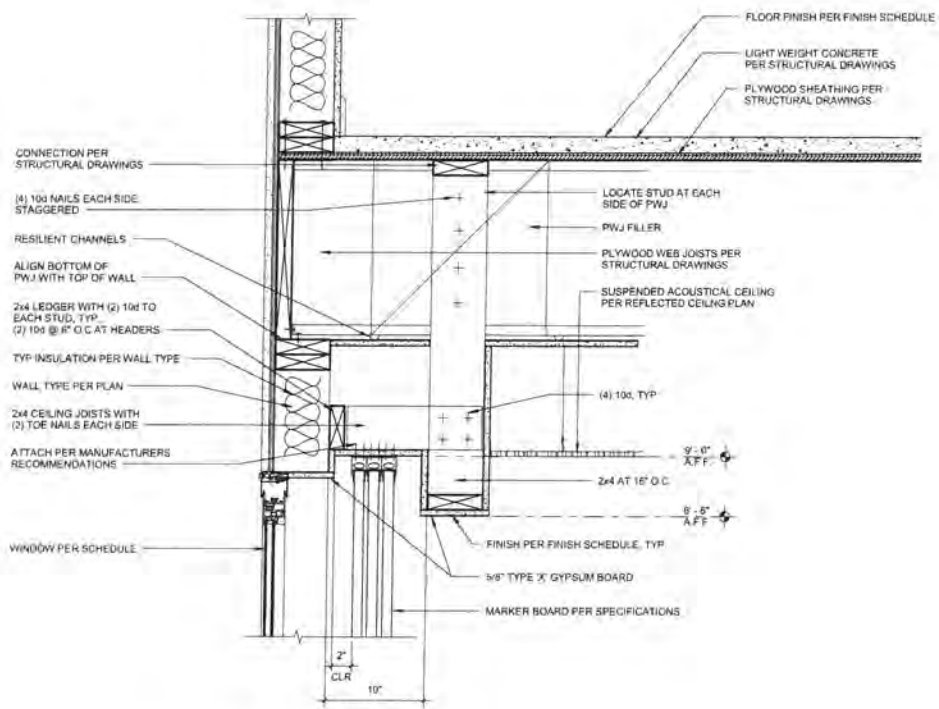
MARKER BOARD SOFFIT LAYOUT
 NORTH SIDE - NORTH WALL OF
 CLASSROOM, TYP.



MARKER BOARD SOFFIT LAYOUT
 SOUTH SIDE - SOUTH WALL OF
 CLASSROOM, TYP.



MARKER BOARD SOFFIT LAYOUT
 NORTH SIDE - NORTH WALL OF
 SCIENCE ROOM



1 MARKER BOARD SOFFIT SECTION



SWINERTON

March 28, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0268.1A Ancillary costs related to Fire Sprinkler modifications detailed in CCD 026

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Remove Tectum ceiling panels from Presentation area to allow access to ceiling space, open and repair suspended ceiling grid to allow access for sprinkler modifications, remove and replace drywall ceiling in kitchen to allow for fire sprinkler access, paint repairs to kitchen and presentation areas, VCT repairs to presentation area.

Phase	Category	Description	Subcontractor	Quote
017423	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR- Re-clean Presentation and Hi-bay	R.T.G. Maintenance Company	2,225.28
092900	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Repair drywall ceiling in kitchen area and wall in presentation area	RUTHERFORD CO., INC.	2,895.00
095100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Remove and store Tectum ceiling panels	HAMILTON CEILING SYSTEMS INC.	3,294.83
095100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Install ceiling access panels in presentation area	HAMILTON CEILING SYSTEMS INC.	1,425.00
095100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Remove and replace suspended ceiling grid in presentation area	HAMILTON CEILING SYSTEMS INC.	846.11
096500	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR-Repair VCT flooring in presentation area	THE M.S. ROUSE COMPANY	2,571.00
099100	71140	Cost related to CCD 026 Fire Sprinkler modification in MPR. Repaint areas in kitchen and presentation areas disturbed by sprinkler modifications	Triumph Painting	2,869.00
			Subtotal	16,126.22
007480	71160	Subguard	1.15%	185.45
007410	71160	Builders Risk	0.6%	97.87
007420	71160	General Insurance	1.15%	187.59
007510	71160	P&P Bond	1%	161.26
991000	79999	Change Order Fee	5%	829.86



SWINERTON

			Markup Subtotal	1,462.03
			PCI Total	17,588.25

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **17,588.25.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date and cost.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 3/20/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

ADDITIONAL WORK AUTHORIZATION

R.T.G. MAINTENANCE CO.

16520 La Quinta Way
Whittier, CA 90603
(562) 943-2624
Lic. #616252

OWNER'S NAME Swinerton Builders	PHONE 213-896-3400	Date February 2/15/18
STREET 865 South Figueroa	JOB NAME Lemonwood K8 Reconstruction	JOB NUMBER 16055106
CITY Los Angeles	State Ca.	STREET 2200 Carnegie Ct.
EXISTING CONTRACT NUMBER 1605555106	DATE OF EXISTING CONTRACT 11/21/2017	CITY Oxnard
		STATE CA 93033

You are authorized to perform the following specifically described additional work:

TIME & MATERIALS

Recleaning of Kitchen

4 men	7:00 AM	to	3:30 PM	=	32 man hours	X	\$69.54	per hour	=	\$2,225.28
	2/13/2018									
3 men	7:00 AM	to	3:30 PM	=	24 man hours	X	\$69.54	per hour	=	\$1,668.96
5 men	7:00 AM	to	3:30 PM	=	40 man hours	X	\$69.54	per hour	=	\$2,781.60

ADDITIONAL CHARGE FOR ABOVE WORK IS: \$6,675.84

Payment will be made as follows: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

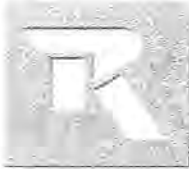
Date _____ Authorizing Signature _____
(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at above stated price.

Authorized Signature _____ Date _____
(CONTRACTOR SIGNS HERE)

THIS IS CHANGE ORDER NO. _____

Note: This Revision becomes part of, and in conformance with, the existing contract.



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
 www.rutherfordco.net

Date:	02/12/18
RCI Job #:	16-075
RCI COR #:	093
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

DESCRIPTION OF WORK:

OTP #30084 MPR CCD #26 Patch at relocated sprinkler heads ceilings and skim coat kitchen ceiling.

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	16	HRS	\$	1,212.16
	Regular-Foreman	\$0.00	0	HRS	\$	-
	Regular-Superintendent	\$0.00	0	HRS	\$	-
	Safety/QC Manager	\$0.00	0	HRS	\$	-
	Overtime-Journeyman	\$0.00	0	HRS	\$	-
	Doubletime-Journeyman	\$0.00	0	HRS	\$	-
MATERIAL		\$85.00	0	Tax	\$	92.65
EQUIPMENT	Scissor Lift	\$100.00	0	Day	\$	-
		\$0.00	0	Day	\$	-
		\$0.00	0	Day	\$	-
SCAFFOLD		\$0.00	0	Day	\$	-
SUBS/MISC.						
FREIGHT/DELIVERY		\$200.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
SUBTOTAL					\$	1,304.81
15.0% OHP MARKUP					\$	195.72
COR TOTAL:					\$	1,501

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

RUTHERFORD CO INC

Lath/Plaster/Drywall/Fireproofing/EIFS
 2107 Crystal Street
 Los Angeles, California 90039
 Telephone (323) 666.5285

ORDER TO PROCEED NO.: 30084

DATE: 01-08-2018

RCI EMPLOYEE: Alfonso Calderon

COR# 093

AUTHORIZATION FOR EXTRA WORK

PROJECT: Lemonwood Elementary School JOB NO.: 16-075

LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
Building #2 MPR		THRU	

DESCRIPTION:

As per Swinerton Builders and Superintendent
 Directions:
 = MPR CCD 2G =
 * Relocated sprinkles heads ceilings (Kitchen, bathroom
 and storage room).
 * Patched the sprinkles holes and skim coat to
 kitchen ceiling.

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
2 man	8 hrs each man	16	- 2 rolls masking tape (blue). - 1 roll plastic
		}	- 2 boxes TNT
			- 1 bag smooth set 20 min.
TOTAL MEN:		TOTAL:	

20.
35.
20.
10.

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

TRUCKING	_____	SCISSOR LIFTS	_____	FIREPROOF PUMPS	_____
WELDERS	_____	CEMENT PUMPS	_____	MIXERS	_____
COMPRESSORS	_____	FORKLIFTS	_____	SCAFFOLD	_____
ROLLING UNITS	_____				

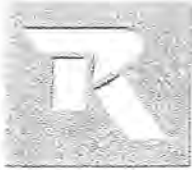
WORK ACCEPTED & COMPLETED
 WORK ONGOING

AUTHORIZED SIGNER: [Signature]
 CONTRACTOR: Swinerton Builders

DATE: 01-08-2018

PRINTED NAME: GARY HAEKLER JR

RCI COR#



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	02/12/18
RCI Job #:	16-075
RCI COR #:	092
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

DESCRIPTION OF WORK:

OTP #30083 MPR CCD #26 Patch at relocated sprinkler pipes / damaged walls / trade damage

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$75.76	16	HRS	\$	1,212.16
	Regular-Foreman	\$0.00	0	HRS	\$	-
	Regular-Superintendent	\$0.00	0	HRS	\$	-
	Safety/QC Manager	\$0.00	0	HRS	\$	-
	Overtime-Journeyman	\$0.00	0	HRS	\$	-
	Doubletime-Journeyman	\$0.00	0	HRS	\$	-
MATERIAL		\$0.00	0	Tax	\$	-
EQUIPMENT	Scissor Lift	\$100.00	0	Day	\$	-
		\$0.00	0	Day	\$	-
		\$0.00	0	Day	\$	-
SCAFFOLD		\$0.00	0	Day	\$	-
SUBS/MISC.						
FREIGHT/DELIVERY		\$200.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
		\$0.00	0	LS	\$	-
SUBTOTAL					\$	1,212.16
15.0% OHP MARKUP					\$	181.82
COR TOTAL:					\$	1,394

QUALIFICATIONS

- ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
- ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

Rutherford Co., Inc.

1394
JDI

ORDER TO PROCEED NO.: 30083

RUTHERFORD CO INC

Lath/Plaster/Drywall/Fireproofing/EIFS
2107 Crystal Street
Los Angeles, California 90039
Telephone (323) 666.5285

DATE: 01-09-2018

RCI EMPLOYEE: Alfonso Calderon

COR# ~~092~~ 092 A.R.

AUTHORIZATION FOR EXTRA WORK

PROJECT: Lemonwood Elementary School JOB NO.: 16-075

LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
<u>Building #2 MPR</u>		THRU	

DESCRIPTION:

As per Swinerton Builders and Superintendent
 Directions:
 = MPR CCD 2G =
 * Relocated sprinkles pipes lines.
 * Patched the damage walls and trade damage.

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
<u>2 man</u>	<u>8hrs each man</u>	<u>16hrs</u>	
		↓	
		↓	
		↓	
TOTAL MEN:		TOTAL:	

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

TRUCKING _____	SCISSOR LIFTS _____	FIREPROOF PUMPS _____
WELDERS _____	CEMENT PUMPS _____	MIXERS _____
COMPRESSORS _____	FORKLIFTS _____	SCAFFOLD _____
ROLLING UNITS _____		

WORK ACCEPTED & COMPLETED
 WORK ONGOING

AUTHORIZED SIGNER:

CONTRACTOR: Swinerton Builders

DATE: 01-09-2018

PRINTED NAME: GARY HACKLER JR

RCI COR#

PC 268.1

HAMILTON CEILING SYSTEMS, INC.

572 E. Caroline Street Unit #8
San Bernardino, CA. 92408
Phone: (951) 276-1843
Fax: (951) 276-1846
License # 787546

March 16, 2018

CHANGE ORDER REQUEST

Project Name: Lemonwood Elementary School
Project Location: Oxnard, Ca.

PROPOSED CHANGE AMOUNT: \$3,294.83

DESCRIPTION OF WORK TO BE PERFORMED

Remove all Tectum panels from area and put in onsite storage bin to allow rework of Fire System

- Material: \$0.00
- Labor: \$2,482.56 (32 hrs. x \$77.58)
- Storage \$382.51
- Subtotal \$2,865.07
- P&O \$429.76
- Total \$3,294.83

Please call if you have any questions.

Submitted by:
John Harrington

Before work commences and materials are ordered this change order must be accepted in writing and an original Change Order must be issued on General Contractor standard form to proceed.

Accepted by: _____ Date: _____

Please Print Name: _____

HAMILTON CEILING SYSTEMS, INC.

572 E. Caroline Street Unit #8
San Bernardino, CA. 92408
Phone: (951) 276-1843
Fax: (951) 276-1846
License # 787546

March 27, 2018

CHANGE ORDER REQUEST

Project Name: Lemonwood Elementary School
Project Location: Oxnard, Ca.

PROPOSED CHANGE AMOUNT: \$1,425.00

DESCRIPTION OF WORK TO BE PERFORMED

Install 5 Access Doors in Presentation Room Ceiling

- **Material:** \$0.00
- **Labor:** \$1,241.28 (16 hrs. x \$77.58)
- **Subtotal** \$1,241.28
- **P&O** \$186.19
- **Total** \$1,427.47

Please call if you have any questions.

Submitted by:
John Harrington

Before work commences and materials are ordered this change order must be accepted in writing and an original Change Order must be issued on General Contractor standard form to proceed.

Accepted by: _____ Date: _____

Please Print Name: _____

HAMILTON CEILING SYSTEMS, INC.

TIME & MATERIAL

Project Name: LEMONWOOD KB

Project Location: _____

General Contractor: SWINEERTON

DESCRIPTION OF WORK TO BE PERFORMED

LABOR:

Journeyman Hours: 8 hrs

Apprentice Hours: 8 hrs

MATERIAL:

Main Runners: _____

Cross Tees: _____

Wall Angle: _____

Wires: _____

Ceiling Tile & Type: _____

EQUIPMENT:

ADDITIONAL INFO:

INSTALL FIVE (5) ACCESS DOORS, MOVE MATERIAL

Hamilton Ceiling Systems: (Print & Sign) _____

Accepted by: (Print & Sign) [Signature]

Date: 1/12/2018

PCI 208.1

HAMILTON CEILING SYSTEMS, INC.

572 E. Caroline Street Unit #8
San Bernardino, CA. 92408
Phone: (951) 276-1843
Fax: (951) 276-1846
License # 787546

January 10, 2018

CHANGE ORDER REQUEST

Project Name: Lemonwood Elementary School
Project Location: Oxnard, Ca.

PROPOSED CHANGE AMOUNT: \$846.11

DESCRIPTION OF WORK TO BE PERFORMED

- **Remove perimeter grid for Fire Sprinkler access**
- **Install 2' cross tee for new Tectum layout**

- Material: \$115.10
- Labor: \$620.64 8 hrs. x \$77.58
- Subtotal \$735.74
- P&O \$110.36
- Total \$846.11

Please call if you have any questions.

Submitted by:
John Harrington

Before work commences and materials are ordered this change order must be accepted in writing and an original Change Order must be issued on General Contractor standard form to proceed.

Accepted by: _____

Date: _____

Please Print Name: _____



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez, CA 90220
Tel (310) 764-4695
Fax (310) 764-4313

February 19, 2018

NALANI SCANLON
SWINERTON BUILDERS
865 S. FIGUEROA ST
SUITE 3000
LOS ANGELES, CA 90017

Re: LEMONWOOD K-8
Bid # Q0000733 CO- 009
REPLACE DAMAGED VCT SCRATCHES
BY OTHER TRADES

Dear NALANI:

Please find listed below the cost impact for EWA #49173 replace damaged VCT scratched by other trades.

Scope of work:

JRNY 1	JOURNEYMAN REGULAR HOURS	24.00	HRS	@	79.50	\$1,908.00
VCT	ARMSTRONG, STANDARD EXCELON-3 COLOURS	225.00	SF	@	0.98	\$220.00
ARDX 1	ARDEX FEATHER FINISH	1.00		@	20.00	\$20.00
ADH 1	1 GALLON OF ADHESIVE	1.00		@	20.00	\$20.00
					Total Price	\$2,168.00

Exclusions:

1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, Wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slab movement or deterioration.

Approved:

Regards,
DAVID MARTINEZ, JR.

Extra Work Authorization Form

State Contractors
License No. 478041
19173

M.S. ROUSE COMPANY A CORPORATION

1611 Kona Drive
Rancho Dominguez, CA 90220
Tel: (310) 764-4695
Fax: (310) 764-4313
www.rousecompany.com



Date Ordered: 2-3-18
Date Completed: 2-6-18

Job No.: #160356
Job Name: LEMON WOOD SCHOOL

You are herewith authorized to do the following extra work for additional compensation under your contract for the project indicated above:

Work to be performed: REPLACE DAMAGE UCT SCRATCHES AND GAUGES BY OTHER TRADES.

Work on level #: 1ST FLOOR Area: SERVING ROOM # 2-102

Description & Quantity of materials used:

4 BOYS OF UCT 5/80S
1 GALLON OF ADHESIVE
1 BAG OF FEATHER FINISH ARDS

Number of Men: 1

Names of Men: ROBERTO ROMERO

Number of Hours: 8 - 3 DAYS

Total Man Hours: 24

Time Arrived: _____

Time Departed: _____

The undersigned agrees that the above changes in the scope of work, were performed and completed, and there will be additional costs added to the base contract amount.

Authorized signature: [Signature]
Name/Title: Bill Fran PM

Date: 2/7/2018

Company Name: _____



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez, CA 90220
Tel (310) 764-4695
Fax (310) 764-4313

December 26, 2017

NALANI SCANLON
SWINERTON BUILDERS
865 S. FIGUEROA ST
SUITE 3000
LOS ANGELES, CA 90017

Re: LEMONWOOD K-8
Bid # Q0000733 CO- 007
COST IMPACT FOR EWA #49166
DATED 12-07-17 FLOOR
PROTECTION

Dear NALANI:

Please find listed below the cost impact for EWA #49166 Floor protection in room #2-102 presentation/serving.

Scope of work:

JRNY 1	4 HR	JOURNEYMAN REGULAR HOURS	\$318.00
PROTECTION	1 EA	RAMBOARD	\$85.00
		Total Price	\$403.00

Exclusions:

1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slat movement or deterioration.

Approved:

Regards,
DAVID MARTINEZ, JR.

Extra Work Authorization Form

State Contractors
License No. 478041
49166

M.S. ROUSE COMPANY A CORPORATION

1611 Kona Drive
Rancho Dominguez, CA 90220
Tel: (310) 764-4695
Fax: (310) 764-4313
www.rousecompany.com



Date Ordered: 12-7-17

Job No.: 160356

Date Completed: 12-7-17

Job Name: LEANDRINO 1122
SCHOOL

You are herewith authorized to do the following extra work for additional compensation under your contract for the project indicated above:

Work to be performed: FLOOR PROTECTION IN ROOM # 2-102
PRE-EMPTION / SCAFFOLDING
ON-DECK TRADES (AND) WORK IN CEILING. 10550

Work on level #: 1

Area: ROOM # 2-102

Description & Quantity of materials used:

2x11 BOARD 1 Roll
PER. CHRIS TO VERIFY MON. 12/11/17

Number of Men: 1

Names of Men: ALBERTO ZUMUDIO

Number of Hours: 2/

Total Man Hours: 2/

Time Arrived: _____

Time Departed: _____

The undersigned agrees that the above changes in the scope of work, were performed and completed, and there will be additional costs added to the base contract amount.

Authorized signature: [Signature] SUP

Date: 12/8/17

Name/Title

Company Name: SWINERTON

#5

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RFC: Material & Labor Installation Project Name: Lemonwood E.S.
 T&M Tickets Project #: Date: 1/11/2018

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
primer	2	EA	\$ 27.88	\$ 55.76	\$ 55.76
finish	3	EA	\$ 36.55	\$ 109.65	\$ 109.65
tape		LS	\$ 6.45	\$ -	\$ -
plastic		EA	\$ 24.40	\$ -	\$ -
misc		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal					\$ 165.41
Material Tax 8%					\$ 13.23
Material Mark Up (15% of Material Subtotal)					\$ 24.81
MATERIAL TOTALS					\$ 203.45

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
Airless Sprayer		DAYS	\$ 89.00	\$ -	\$ -
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal					\$ -
Equipment Tax					\$ -
Equipment Mark Up (10% of Equipment Subtotal)					\$ -
EQUIPMENT TOTALS					\$ -

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
					\$ -	\$ -
					\$ -	\$ -
Labor Man Hours For Proposed Work		15.00	\$ 49.99	\$/hr	\$ 749.85	\$ 749.85
PSI/WC		15	\$ 3.99	\$/hr	\$ 59.85	\$ 59.85
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Labor Subtotal					\$ 809.70	
LABOR MARK-UP (15% of Subtotal)					\$ 121.46	
Labor TOTALS					\$ 931.16	

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal					\$ -
Subcontractor Mark Up (5% of Subtotal)					\$ -
SUBCONTRACTOR TOTALS					\$ -

Prevailing IRS Rate	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 203.45
2. EQUIPMENT TOTAL COST	\$ -
3. LABOR TOTAL COST	\$ 931.16
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 1,134.61
	PSI/WC= 8.00%
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 1,135

Date: 01-11-18. Triumph Painting

Time & Material Sheet

CD26

Contractor: S. Winstanley

Project: Lemon Wood

M T W TH F S SU (circle day of the week)

Description of Work: fix holes sprunker. on kitchen.

REPAIR AZOBS DAMAGED BY SPRINKLER FE DESIGN REPAIR CEILING

Name	Hours	Premium Time
1. Victor Bandy	8	
2. Joe Paulson	7	
3.		
4.		
5.		

Paint & Supplies: 2 gallons primer 3 gallons paint.

Equipment: Airless Aerial Lift Other: _____ (circle item used)

- o Labor rate non-negotiable \$75.00 per hour
- o Premium time will be charged @ 1 1/2 -2X actual rate based on hours, weekends or holidays
- o This is a binding & non-negotiable contract payable within 15 days of invoicing
- o The signing of this sheet will serve as a formal written change order and will take precedence over any previous contract documents
- o Travel cost is 60 cents per mile outside a 60 mile radius from our shop address listed below
- o Per diem is set at a standard \$114.00 per day covering food & lodging on a single individual

Triumph Painting
By: Victor Bandy
Title: Foreman.

Responsible Party
By: [Signature]
Title: [Signature]
Date: 1/12/18

Please e-mail to jasmine.triumphpaint@yahoo.com

#4

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RFC: Material & Labor Installation Project Name: Lemonwood E.S.
 T&M Tickets Project #: Date: 1/12/2018

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
primer	1	EA	\$ 27.88	\$ 27.88	\$ 27.88
finish	2	EA	\$ 36.55	\$ 73.10	\$ 73.10
tape		LS	\$ 6.45	\$ -	\$ -
plastic		EA	\$ 24.40	\$ -	\$ -
misc		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal					\$ 100.98
Material Tax 8%					\$ 8.08
Material Mark Up (15% of Material Subtotal)					\$ 15.15
MATERIAL TOTALS					\$ 124.21

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
Airless Sprayer		DAYS	\$ 89.00	\$ -	\$ -
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal					\$ -
Equipment Tax					\$ -
Equipment Mark Up (10% of Equipment Subtotal)					\$ -
EQUIPMENT TOTALS					\$ -

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
					\$ -	\$ -
					\$ -	\$ -
Labor Man Hours For Proposed Work		14.00	\$ 49.99	\$/hr	\$ 699.86	\$ 699.86
PSI/WC		14	\$ 3.99	\$/hr	\$ 55.86	\$ 55.86
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Labor Subtotal					\$ 755.72	
LABOR MARK-UP (15% of Subtotal)					\$ 113.36	
Labor TOTALS					\$ 869.08	

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal					\$ -
Subcontractor Mark Up (5% of Subtotal)					\$ -
SUBCONTRACTOR TOTALS					\$ -

Prevailing IRS Rate	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 124.21
2. EQUIPMENT TOTAL COST	\$ -
3. LABOR TOTAL COST	\$ 869.08
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 993.28
	PSI/WC= 8.00%
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 993

Date: 01-12-18 Triumph Painting

Time & Material Sheet

LP26

Contractor: Swinerton
Project: Union Wood
OXNARD

M T W T H F S S U (circle day of the week)

Description of Work: Trade Damage on Presentation
MPR WHERE SPRINKLERS WERE REMOVED

Name	Hours	Premium Time
1. Victor Bents	7	
2. Jose Raulper	7	
3.		
4.		
5.		

Paint & Supplies: 1 gallon primer 2 gallons paint

Equipment: Airless Aerial Lift Other: _____ (circle item used)

- o Labor rate non-negotiable \$75.00 per hour
- o Premium time will be charged @ 1 1/2 -2X actual rate based on hours, weekends or holidays
- o This is a binding & non-negotiable contract payable within 15 days of invoicing
- o The signing of this sheet will serve as a formal written change order and will take precedence over any previous contract documents
- o Travel cost is 60 cents per mile outside a 60 mile radius from our shop address listed below
- o Per diem is set at a standard \$114.00 per day covering food & lodging on a single individual

Triumph Painting

By: Victor Bents
Title: Foreman

Responsible Party
By: [Signature]
Title: [Signature]
Date: 1/12/18

Please e-mail to jasmine.triumphpaint@yahoo.com

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RFC: Material & Labor Installation Project Name: Lemonwood E.S.
 T&M Tickets Project #: _____ Date: 1/15 & 1/16/2018

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
primer	10	EA	\$ 27.88	\$ 278.80	\$ 278.80
finish	25	EA	\$ 36.55	\$ 913.75	\$ 913.75
tape	6	LS	\$ 6.45	\$ 38.70	\$ 38.70
plastic	1	EA	\$ 24.40	\$ 24.40	\$ 24.40
misc		EA		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal					\$ 1,255.65
Material Tax 8%					\$ 100.45
Material Mark Up (15% of Material Subtotal)					\$ 188.35
MATERIAL TOTALS					\$ 1,544.45

109.65
 109.65
 8.77
 16.41
 134.87

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
Airless Sprayer	2.0	DAYS	\$ 89.00	\$ 178.00	\$ 178.00
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal					\$ 178.00
Equipment Tax					\$ 14.24
Equipment Mark Up (10% of Equipment Subtotal)					\$ 17.80
EQUIPMENT TOTALS					\$ 210.04

89.00
 89.00
 7.12
 13.31
 109.47

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
					\$ -	\$ -
					\$ -	\$ -
Labor Man Hours For Proposed Work		32.00	\$ 49.99	\$/hr	\$ 1,599.68	\$ 1,599.68
PSI/WC		32	\$ 3.99	\$/hr	\$ 127.68	\$ 127.68
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Labor Subtotal					\$ 1,727.36	
LABOR MARK-UP (15% of Subtotal)					\$ 259.10	
Labor TOTALS					\$ 1,986.46	

399.92
 31.92
 431.84
 64.78
 496.62

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal					\$ -
Subcontractor Mark Up (5% of Subtotal)					\$ -
SUBCONTRACTOR TOTALS					\$ -

Prevailing IRS Rate	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 1,544.45
2. EQUIPMENT TOTAL COST	\$ 210.04
3. LABOR TOTAL COST	\$ 1,986.46
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 3,740.95
PSI/WC=	8.00%
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 3,741

\$ 741

Date: 01/16/18 Triumph Painting

Time & Material Sheet

CLD26

Contractor: Swinton
Project: Senior Wood
Oxard

M T W T H F S S U (circle day of the week)

Description of Work: Applied 2 coat paint p-1 on presentation walls MPR

Item	Hours	Premium Time
1. Good Painters 8		
2.		
3.		
4.		
5.		

Paint & Supplies: 3 gallons paint

Equipment: Airless Aerial Lift Other: _____ (circle item used)

- o Labor rate non-negotiable \$75.00 per hour
- o Premium time will be charged @ 1 1/2 -2X actual rate based on hours, weekends or holidays
- o This is a binding & non-negotiable contract payable within 15 days of invoicing
- o The signing of this sheet will serve as a formal written change order and will take precedence over any previous contract documents
- o Travel cost is 60 cents per mile outside a 60 mile radius from our shop address listed below
- o Per diem is set at a standard \$114.00 per day covering food & lodging on a single individual

Triumph Painting

By: Victor Barite
Title: Foreman

Responsible Party

By: [Signature]
Title: [Signature]
Date: 1/16/18

Please e-mail to jasmine.triumphpaint@yahoo.com



SWINERTON

January 24, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0273.1 RFI 317.1 Add structural bracing at MPR high roof area

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Contract documents call for backboard supports to be mounted to W8 beams in the high ceiling framing, however the supports could be attached these beams and had to be attached to the W24 roof framing beams. These beams had to be braced as described in the RFI 317.1

Phase	Category	Description	Subcontractor	Quote
051200	71140	RFI 317.1 Add support bracing for basketball backboard supports at MPR high ceiling	BECK STEEL, INC.	6,738.00
099100	71140	RFI 317.1 Add support bracing for basketball backboard supports at MPR high ceiling. Paint new bracing members to match surrounding area	Triumph Painting	694.00
			Subtotal	7,432.00
007480	71160	Subguard	1.15%	85.47
007410	71160	Builders Risk	0.6%	45.11
007420	71160	General Insurance	1.15%	86.45
007510	71160	P&P Bond	1%	74.32
991000	79999	Change Order Fee	5%	382.45
			Markup Subtotal	673.80
			PCI Total	8,105.80

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **8,105.80.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



SWINERTON

not accepted within days of its issuance.

» This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/24/2013

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

beck steel inc.

November 30, 2017

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

BCP# 18

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #317R1; field fabricate new angle braces and clips for basketball supports.

The scope of the change is as follows:

Detailing		\$0
Engineering		\$0
Material	(500 lbs)	\$1,105
Joists		\$0
Deck		\$0
Other Buyouts		\$0
Fab Farmout		\$0
Freight		\$0
Tax on Material		\$26
	Subtotal:	\$1,131
	15% Markup:	\$170
Total Field Cost per Attached:		\$5,178
	5% OH&P	\$259
Total Change Order Request:		\$6,738

Requested Change in Subcontract Time due to this change (Work Days) 0

The requested extension to the Subcontract Schedule reflects ___ additional days for fabrication and ___ for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,



Colin Peckham/ cf
Project Manager
Beck Steel, Inc.
(909) 376-9119



PRO STEEL ERECTORS, INC.

180 South First Street Ste 13
Dixon, Ca. 95620
(714) 465-5354
(830) 463-6013 fax

November 29, 2017

Shift 1 Rate

Beck Steel, Inc
401 N. Loop 289
Lubbock, TX 79403

ATTN: Randy Young

RE: **1624 Lemonwood Elementary School**

COR # 33

RFI # 317R1

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

MPR Bldg

Fabbed 8 clips & 4 angles. Installed above back boards in MPR Bldg. Grinded paint out of weld area. Grinded all torch cuts smooth. Plug welded holes in clips. Grinded smooth. Protected finish on back board supports with fire blankets. Fit up & weld out angles & clips.

See attached T&M tickets for 11/7-11/8.

General Foreman Shift 1		16 mh @	\$ 93.77 /mh	\$ 1,500.32
Journeyman Ironworker Shift 1		14 mh @	\$ 84.98 /mh	\$ 1,189.72
Apprentice Shift 1		4 mh @	\$ 79.56 /mh	\$ 318.24
Gen Foreman OT Shift 1		0.5 mh @	\$ 119.09 /mh	\$ 59.55
		34.5		\$ 3,067.83
	Qty	Unit		
Travel	4	1.00 each	\$ 25.00 /ea	\$ 100.00
Steel Trade Consumables			\$ 3.87 /hr	\$ 133.52
Small Tools			\$ 3.04 /hr	\$ 104.88
Safety Equipment			\$ 2.15 /hr	\$ 74.18
Field Truck			\$ 30.00 /hr	\$ 480.00
Weld Std	1	16.00 /hr	\$ 26.40 /hr	\$ 422.40
Torch Setup	1	8.00 /hr	\$ 15.00 /hr	\$ 120.00
			Sub Total	\$ 4,502.80
			Markup 15%	\$ 675.42
			Total	\$ 5,178.21

Days added to the schedule **2 work days**
REMOBILIZATION LOST PRODUCTIVITY: **0 work days**

Exclusions and conditions are similar to those for existing contract work.

Sub and Travel must be added to this Change.

Please call if you have any questions or concerns.

Sincerely,

PRO STEEL ERECTORS, INC.

Lisa Anderson



PRO STEEL ERECTORS, INC.
 Submit to: QC@prosteelerectors.co
 Lic CA:805663 NV:0067220
 submit copies to QC as written and after signed

Time & Material Sheet

PROJECT: <u>LEMONWOOD ELEMENTARY</u>	JOB # <u>1624 OXNARD</u>	T&M #	RFI PENDING
DATE: <u>11-7-17</u>	GC #	PCO/FWO #	RFI # <u>317R1 S</u> WHO

CATEGORY OF WORK (CHECK ALL THAT APPLY)

- | | | |
|--|--|--|
| Fabrication or Detail Error <input type="checkbox"/> | Error in Concrete, Embeds or Anchor Bolts <input type="checkbox"/> | WORK COMPLETE
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Incomplete Shop Fabrication <input type="checkbox"/> | Work Directed by Controlling Contractor <input type="checkbox"/> | |
| Claim for Lost Time or Productivity <input type="checkbox"/> | Other: _____ <input type="checkbox"/> | |

RFI # 317-21 MPR BLDG
 FAB B-CLIPS + 4-ANGLES
 INSTANT ABOVE BACK BOARDS IN MPR DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK
 BUILDING - GRIND PAINT OUT OF WELD AREA GRIND ALL TIGHT CUTS SMOOTH
 PLUG WELD HOLES IN ~~ANCHOR~~ CLIPS GRIND SMOOTH
 PROTECT FINISH ON BACK BOARD SUPPORTS WITH FIRE BLANKETS CLEAN UP WORK AREA

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR Check if 2nd Dinner Break D.T. Select Shift 1, 2, or 3

GFW	FIW	JIW	IW	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SUPT	KEN JOHNSON	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		DAMON RAMIREZ	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Std/Erect		<input checked="" type="checkbox"/>		
Welding Std		<input checked="" type="checkbox"/>			Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out:		<input type="checkbox"/>		
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead		<input checked="" type="checkbox"/>			Other:		<input type="checkbox"/>		
Torch Outfit		<input checked="" type="checkbox"/>			Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

SWINERTON BUILDERS
 CONTRACTOR
Ch. Balle
 CONTRACTOR'S REPRESENTATIVE
 Date 11/7/17

Ken Johnson
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
 Date _____
 AUTHORIZATION TO PROCEED T&M WORK BY



PRO STEEL ERECTORS, INC.

Submit to: QC@prosteelers.com

Lic CA:805663 NV:0067220

submit copies to QC as written and after signed

Time & Material Sheet

PROJECT: <u>LEMONWOOD ELEMENTARY</u>	JOB # <u>1624 OLYMPIA</u>	T&M #	RFI PENDING
DATE: <u>11-8-17</u>	GC #	PCO/FWO #	RFI # <u>317 R1</u>
CATEGORY OF WORK (CHECK ALL THAT APPLY)			WHO

- | | | |
|--|--|--|
| Fabrication or Detail Error <input type="checkbox"/> | Error In Concrete, Embeds or Anchor Bolts <input type="checkbox"/> | WORK COMPLETE
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Incomplete Shop Fabrication <input type="checkbox"/> | Work Directed by Controlling Contractor <input type="checkbox"/> | |
| Claim for Lost Time or Productivity <input type="checkbox"/> | Other: _____ <input type="checkbox"/> | |

RFI # 317 R1 FIT UP ANGLES & CHIPS AND WELD OUT IN MPR BUILDING
WORK IS COMPLETE

DRAWINGS, SKETCHES OR RFI'S; LOCATION OF WORK

PIECE MARKS INVOLVED

All work complete

DESCRIPTION OF ADDITIONAL WORK

FIELD LABOR						Select Shift #1, #2, or #3					
GF/W	FW	J/W	I/W	AW	Other	Employee's Name	Sub/Travel	P/T Only?	RT Hours	1.5 T Hours	2T Hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SUPV	KEN JOHNSON	TRAVEL	<input checked="" type="checkbox"/>	8 ^v	1/2 ^v	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		DARWIN RAMIREZ	TRAVEL	<input checked="" type="checkbox"/>	6 ^v		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		DAVE JARAMILLO	TRAVEL	<input checked="" type="checkbox"/>	4 ^v		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		TRAVEL	TRAVEL	<input checked="" type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		INT OUT	TRAVEL	<input checked="" type="checkbox"/>			

Equipment Description	Size	Y/N	Quantity	Hours/Each	Equipment Description	Size	Y/N	Quantity	Hours/Each
Crane(s)		<input type="checkbox"/>			Rolling scaffold		<input type="checkbox"/>		
Forklift		<input type="checkbox"/>			Material Lift		<input type="checkbox"/>		
Boom Lift		<input type="checkbox"/>			Air Comp		<input type="checkbox"/>		
Scissor Lift		<input type="checkbox"/>			Truck Std/Erect		<input checked="" type="checkbox"/>		
Welding Std		<input checked="" type="checkbox"/>			Protection / Barrier		<input type="checkbox"/>		
Weld Full Pen		<input type="checkbox"/>			Equip In/Out:		<input type="checkbox"/>		
Smoke control		<input type="checkbox"/>			Mobilization:		<input type="checkbox"/>		
50ft. lead		<input checked="" type="checkbox"/>			Other:		<input type="checkbox"/>		
Torch Outfit		<input type="checkbox"/>			Other:		<input type="checkbox"/>		

MATERIALS - Description of Materials beyond trade consumables and safety Etc.	Quantity	Unit

SWINERTON
 CONTRACTOR
Chris [Signature]
 CONTRACTOR'S REPRESENTATIVE
 Date 11/8/17

[Signature]
 PRO STEEL ERECTORS, INC. REPRESENTATIVE
Chris [Signature]
 AUTHORIZATION TO PROCEED T&M WORK BY
 Date 11/8/17

#17

Date: 11-09-17 *Triumph Painting*
Time & Material Sheet

Contractor: *SUNSHINE*
Project: *OXFORD JAMESWOOD M.T.W.F.S.S.* (circle day of the week)

Description of Work: *RFI 317R1*

Name	Hours	Premium Time
1. <i>Jose Raul Peña</i>	<i>7</i>	
2.		
3.		
4.		
5.		

Paint & Supplies: *1 gallon Primer, and 2 galn Finish* *CB 11/8/17*

Equipment: *Airless* *Aerial Lift* Other: _____ (circle item used)

- Labor rate non-negotiable \$75.00 per hour
- Premium time will be charged @ 1 1/2 - 2X normal rate based on hours, weekends or holidays
- This is a binding & non-negotiable contract payable within 15 days of invoicing
- The signing of this sheet will serve as a formal written change order and will take precedence over any previous contract documents
- Travel cost is 60 cents per mile outside a 60 mile radius from our shop address listed below
- Per diem is set at a standard \$114.00 per day covering food & lodging on a single individual

Triumph Painting
By: *Jose Raul Peña*
Title: *Foreman*

Responsible Party
By: *[Signature]*
Title: *Supt.* Date: *11/9/17*

Please e-mail to janine@triumphpaint.com

#17

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RFC: Material & Labor Installation Project Name: Lemonwood E.S.
 T&M Tickets Project #: [] [] Date: 11/28/2017

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
primer	1	EA	\$ 27.88	\$ 27.88	\$ 27.88
finish	5	EA	\$ 36.55	\$ 182.75	\$ 182.75
tape		LS	\$ 6.45	\$ -	\$ -
plastic		EA	\$ 24.40	\$ -	\$ -
misc		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal					\$ 210.63
Material Tax 8%					\$ 16.85
Material Mark Up (15% of Material Subtotal)					\$ 31.59
MATERIAL TOTALS					\$ 259.07

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
Airless Sprayer		DAYS	\$ 89.00	\$ -	\$ -
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal					\$ -
Equipment Tax					\$ -
Equipment Mark Up (10% of Equipment Subtotal)					\$ -
EQUIPMENT TOTALS					\$ -

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
					\$ -	\$ -
					\$ -	\$ -
Labor Man Hours For Proposed Work		7.00	\$ 49.99	\$/hr	\$ 349.93	\$ 349.93
PSI/WC		7	\$ 3.99	\$/hr	\$ 27.93	\$ 27.93
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Labor Subtotal						\$ 377.86
LABOR MARK-UP (15% of Subtotal)						\$ 56.68
Labor TOTALS						\$ 434.54

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal					\$ -
Subcontractor Mark Up (5% of Subtotal)					\$ -
SUBCONTRACTOR TOTALS					\$ -

Prevailing IRS Rate	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 259.07
2. EQUIPMENT TOTAL COST	\$ -
3. LABOR TOTAL COST	\$ 434.54
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 693.61
	PSI/WC= 8.00%
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 694



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 000317.1

To:	SVA ARCHITECTS, INC.	RFI Date:	11/07/2017
Attention:	Tom Bardwell	Date Due:	11/14/2017
CC:	Chris Yafuso	RFI Type:	Structural
	Paul Vernier	Priority:	High
	Christopher Barbato	Schedule/Activity ID:	
	Jacob Ham	Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: MPR Basketball Back Drops

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Per RFI 317 response, is a kicker required at each pipe support location per 8/S-502, which refers to 9/S-503 for the angle detail?

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

PSE - "8/S-502 shows that a kicker is required where the pipe supports clamps on to the beam. This detail then references 9/S-503 for the specifics of the angle and connection. In lieu of the L4x4x3/8 on 9/S-503, it's structurally acceptable to use a L6x6x5/16. Per as-built conditions there are 6 attachment points per backstops, hence 6 kickers will be required per 8/S-502".

Per phone conversation with IOR and SEOR, at total of (4) brace points will be required, not (6). Please confirm.

ANSWER:

Answered By: Tom Bardwell

Date of Response: 11/17/2017

4 brace points structurally acceptable.
PSE-11/17/17

ATTACHMENTS:

RFI 317



December 7, 2017

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0275 Added storage cost of concrete benches due to project delay

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add \$250.04 for added storage time due to project delay

Phase	Category	Description	Subcontractor	Quote
129343	71140	Add \$250.04 for added storage time due to project delay	Wausau Tile Inc.	250.04
			Subtotal	250.04
007480	71160	Subguard	1.15%	2.88
007410	71160	Builders Risk	0.6%	1.52
007420	71160	General Insurance	1.15%	2.91
007510	71160	P&P Bond	1%	2.50
991000	79999	Change Order Fee	5%	12.87
			Markup Subtotal	22.68
			PCI Total	272.72

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **272.72**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to be "W. J. Swan", is written over the printed name "Swinerton Builders".

Date: 12/07/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



MADE IN
WAUSAU
Wausau Tile

P.O. Box 1520 • Wausau, WI 54402-1520 • TEL. 715/359-3121 • FAX 715/355-4627
P.O. BOX 967 • BANNING, CA 92220-0905 • 909/849-5695

PLEASE INDICATE INVOICE
NUMBER AND/OR CUSTOMER
NUMBER WITH REMITTANCE.

INVOICE PAGE

SHIP TO:
SWINERTON BUILDERS
2200 CARNEGIE COURT
OXNARD CA 93033
USA

NOV 13 2017
SWINERTON BUILDERS
OXNARD CA 93033

REMIT TO ADDRESS:
WAUSAU TILE INC.
P.O. BOX 1520
WAUSAU, WI 54402-1520

536276 1
DATE
11/01/17

SOLD TO:
SWINERTON BUILDERS
17731 MITCHELL NORTH STE 200
IRVINE CA 92614
USA

EXPORT CURRENCY
N USD US Dollars
US DOLLARS
TERMS
NET 30 DAYS
SELLER ID

CUSTOMER	ORDER	SALES REP.	P.O. NUMBER	P.O. REV.
1 28020468	CO 611215	41	14055106-045	
SHIP NO.	SHIP VIA	SHIP DATE	SHIP WEIGHT	
310015		11/01/17		000 11

LINE NO.	ITEM NUMBER / DESCRIPTION	U/M	QUANTITY / PRICE	NET SALES AMOUNT
	STORAGE FEES		Tracking#:	
	SHIPPING			250.0
SEE TERMS AND CONDITIONS ON BACK				

NET SALES
MISC. CHARGES .00
ADDL. CHARGES .00
TAXES 250.04 ORIGINAL INVOICE AMOUNT DUE .00



December 13, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0281 TEC RFI 069 Add power to EWH 1-224

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Provide power to EWH located in room 1-224 in the Classroom Building. No provisions provided in the contract documents

Phase	Category	Description	Subcontractor	Quote
260010	71140	Add power to EWH in 1-224 per TEC RFI 069	TAFT ELECTRIC COMPANY	1,550.00
			Subtotal	1,550.00
007480	71160	Subguard	1.15%	17.83
007410	71160	Builders Risk	0.6%	9.41
007420	71160	General Insurance	1.15%	18.03
007510	71160	P&P Bond	1%	15.50
991000	79999	Change Order Fee	5%	79.76
			Markup Subtotal	140.53
			PCI Total	1,690.53

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,690.53.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to be "W. Ryan", is written over the printed name "Swinerton Builders".

Date: 12/13/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

TEC RFI 069

Detailed, RFIs without Routing Information Grouped by RFI Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

RFI #: 069 **Date Created: 12/13/2017**

RFI Issued To:	Contact Name	Author Company	Authored By
Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	Nalani Scanlon	Taft Electric Company P.O. Box 3416 Ventura, CA 93006	Matt Gobuty

RFI Answered By: **Owner RFI Number**

Subject	Discipline	Category
Janitor 1-224 Water Heater	Electrical	

Cost Impact	Amount	Sched Impact	Days	Dwg Impact
Not Sure		Not Sure		Not Sure

Cost Impact Comments	Sched Impact Comments	Dwg Impact Comments

Cc: Company Name	Contact Name	Copies	Notes

Question **Date Required: 12/20/2017**

There is an electric water heater installed in Classroom Building room 1-224 Janitor's closet. It is not shown on the power drawings or panel schedule. We recommend feeding it from panel CH5, circuit 11. Please advise.

Suggestion

Answer **Date Answered:**

277v 50a Electric Water Heater
Not Shown on Power Drawings

JANITOR

IDF ROOM

1-224

1-223

ELEC. ROOM

1-222

PANEL CH5

MOUNTING	SURFACE	DOUBLE LUG	NO	VOLTS	277/480	MAIN	M.L.O.
NEMA 3R	NO	200% NEUTRAL	NO	PHASE	3	BUS	225A
FEED THRU	NO	VG BUS	NO	WIRE	4	A.I.C.	SERIES

NOTES	LOCATION	L T G			K I E	R I S C	B I R C	C I R C	C I R C	B I R C	M I S C	R I E S C P	K I N V	L T G	A B C			LOCATION
		A	B	C											A	B	C	
	CLASSRM 1-203	540		12			20/1	1	2	20/1			18	810			CLASSRM 1-204	
	CLASSRM 1-202		540	12			20/1	3	4	20/1			15		675		PREP/WORK 1-220	
	CLASSRM 1-201			12			20/1	5	6	20/1			15			675	SCI/FLEX LAB 1-219	
	EXTERIOR CORRIDOR	300		-			20/1	7	8	20/1			8	360			DIRTY LAB 2 1-234	
	JANITOR-IDF/ELEC		540				20/1	9	10	20/1			8		360		DIRTY LAB 1 1-233	
	1-224 Water Heater						50/1	11	12	20/1			12			540	CLASSRM 1-214	
	SPARE						20/1	13	14	20/1			12	540			CLASSRM 1-212	
	SPARE						20/1	15	16	20/1			12		540		CLASSRM 1-210	
	SPARE						20/1	17	18	20/1			12			540	CLASSRM 1-209	
	SPARE						20/1	19	20	20/1			12	540			CLASSRM 1-207	
	SPARE						20/1	21	22	20/1			12		540		CLASSRM 1-205	
	SPARE						20/1	23	24	20/1			12			540	CLASSRM 1-206	
	SPARE						20/1	25	26	20/1			12	540			CLASSRM 1-208	
	SPARE						20/1	27	28	20/1			12		540		CLASSRM 1-211	
	SPARE						20/1	29	30	20/1			12			540	CLASSRM 1-213	
	SPARE						20/1	31	32	20/1							SPARE	
	SPARE						20/1	33	34	20/1							SPARE	
	SPARE						20/1	35	36	20/1							SPARE	
	SPACE							37	38								SPACE	
	SPACE							39	40								SPACE	
	SPACE							41	42								SPACE	

Feed from CH5, Circuit 11

A= 3630	B= 3795	C= 3375	
TOTAL VA= 10800	W/LCL= 13500	AMPS= 16	TOTAL LCL= 10800 X .25 = 2700
HIGH PHASE VA= 3795	W/LCL= 4744	HIGH PHASE AMPS= 17.1	HIGH PHASE LCL= 3795 X .25 = 949



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 070

Date:

To:

From:

Description	Category	Status
Electric Water Heater Classroom Floor 2		open

Reference	Required By	Days Req	Amt Req
TEC RFI 069		0	1,550

Notes

We are submitting the above cost per TEC RFI 069 2nd Floor Water Heater. This includes installation of 50A breaker, disconnect, overhead feed and terminations from panel CH5, circuit 11 to the electric water heater in Janitor room 1-224.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
Description		Notes				

Approved By:

Signature _____

Name _____

Date _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 70

CUST RFP#: _____

COR DESCRIPTION: 2nd Floor Water Heater

DATE: 12/13/2017

TAKE OFF			
DESCRIPTION	MATERIAL	HOURS	
Conest Takeoff (see attached)	\$432.07	11.84	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
TOTAL	\$432.07	11.84	

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	11.84	\$84.42	\$999.53
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$999.53
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
SUBTOTAL LABOR			\$999.53
TOTAL LABOR			\$999.53

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$33.49
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$465.56
15.00%	OVERHEAD & PROFIT	\$69.83
TOTAL TAKEOFF MATERIAL		\$535.39

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
SUBTOTAL DJE		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL DJE		\$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL QUOTES		\$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
TOTAL SUBCONTRACTS		\$0.00

CHANGE REQUEST SUMMARY		
	\$535.39	
	\$0.00	
	\$0.00	
	\$999.53	
	\$0.00	
SUBTOTAL CHANGE REQUEST		\$1,534.92
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$15.35
CHANGE PROPOSAL TOTAL		\$1,550

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFT Labor Level: LABOR 1 13 Dec 2017 13:07:57

Region: COR 070 2ND FL WATER HEATER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
180094	1	EA	M	50/1	BOLT-ON BREAKER	103.4999	103.50	1.0000	1.00
67	1		M		HD SAFETY SWITCH 600V 50AMP	117.8999	117.90	2.0000	2.00
10048	40	FT	M	1	EMT	0.8285	33.14	0.0550	2.20
30128	5	EA	M	1	EMT STEEL-SS COUPLING	0.5841	2.92	0.0600	0.30
30554	1	EA	M	1	EMT LB CONDUIT BODY	19.0906	19.09	0.7500	0.75
30208	2	EA	M	1	EMT STEEL SS INS-THROAT CONNECTOR	0.6390	1.28	0.1200	0.24
61	4		M		CONDUIT SUPPORT 1/2"-1"	5.8000	23.20	0.2000	0.80
32	2		M		FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.44
70036	90	FT	M	6.	THHN/THWN CU (STR)	0.5068	45.61	0.0110	0.99
100155	4	EA	M	6.	WIRE TERMINATION	0.0000	0.00	0.2200	0.88
70030	45	FT	M	10	THHN/THWN CU (SOL)	0.1650	7.42	0.0070	0.32
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.72
TITLE	1		M	1	LIQUIDTITE COND WHIP	0.0000	0.00	0.0000	0.00
50075	1	FT	M	1	LIQUIDTITE CONDUIT	2.0835	2.08	0.0750	0.08
50086	1	EA	M	1	LIQUIDTITE ANGLE CONNECTOR	10.3297	10.33	0.2880	0.29
50097	1	EA	M	1	LIQUIDTITE STRAIGHT CONNECTOR	4.1734	4.17	0.2400	0.24
40209	2	EA	M	1	GRD BUSHING INSULATED	5.7096	11.42	0.3000	0.60
Phase Totals:						432.07	432.07	11.84	11.84
Job Totals:						432.07	432.07	11.84	11.84

277v 50a Electric Water Heater
Not Shown on Power Drawings

JANITOR

IDF ROOM

1-224

1-223

ELEC. ROOM

1-222

PANEL CH5

MOUNTING	SURFACE	DOUBLE LUG	NO	VOLTS	277/480	MAIN	M.L.O.
NEMA 3R	NO	200% NEUTRAL	NO	PHASE	3	BUS	225A
FEED THRU	NO	1/G BUS	NO	WIRE	4	A.I.C.	SERIES

NOTES	LOCATION	L T G			K I V	R I C P	M I S C	B K R	C I R C	C I R C	B I R R	M I S C	K I V	C I R C	L T G			LOCATION
		A	B	C											A	B	C	
	CLASSRM 1-203	540			12			20/1	1	2	20/1			18	810			CLASSRM 1-204
	CLASSRM 1-202		540		12			20/1	3	4	20/1			15		675		PREP/WORK 1-220
	CLASSRM 1-201			540	12			20/1	5	6	20/1			15			675	SCI/FLEX LAB 1-219
	EXTERIOR CORRIDOR	300			-			20/1	7	8	20/1			8	360			DIRTY LAB 2 1-234
	JANITOR		690					20/1	9	10	20/1			8		360		DIRTY LAB 1 1-233
	IDF/ELECT							20/1	11	12	20/1			12			540	CLASSRM 1-214
	1-224 Water Heater							20/1	13	14	20/1			12	540			CLASSRM 1-212
	SPARE							20/1	15	16	20/1			12		540		CLASSRM 1-210
	SPARE							20/1	17	18	20/1			12			540	CLASSRM 1-209
	SPARE							20/1	19	20	20/1			12	540			CLASSRM 1-207
	SPARE							20/1	21	22	20/1			12		540		CLASSRM 1-205
	SPARE							20/1	23	24	20/1			12			540	CLASSRM 1-206
	SPARE							20/1	25	26	20/1			12	540			CLASSRM 1-208
	SPARE							20/1	27	28	20/1			12		540		CLASSRM 1-211
	SPARE							20/1	29	30	20/1			12			540	CLASSRM 1-213
	SPARE							20/1	31	32	20/1							SPARE
	SPARE							20/1	33	34	20/1							SPARE
	SPARE							20/1	35	36	20/1							SPARE
	SPACE								37	38								SPACE
	SPACE								39	40								SPACE
	SPACE								41	42								SPACE

Feed from CH5, Circuit 11

50/1

A= 3630	B= 3795	C= 3375	
TOTAL VA= 10800	W/LCL= 13500	AMPS= 16	TOTAL LCL= 10800 X .25 = 2700
HIGH PHASE VA= 3795	W/LCL= 4744	HIGH PHASE AMPS= 17.1	HIGH PHASE LCL= 3795 X .25 = 949



December 13, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0282 RFI 0323 Add height to curb along eastern property line

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Concrete curb as designed was below adjoining grade of public park. Per RFI 323 8" was added to curb height.

Phase	Category	Description	Subcontractor	Quote
321313	71140	Add 8" to height of curb per RFI 0323	SANTA CLARITA CONCRETE	2,859.97
			Subtotal	2,859.97
007480	71160	Subguard	1.15%	32.89
007410	71160	Builders Risk	0.6%	17.36
007420	71160	General Insurance	1.15%	33.27
007510	71160	P&P Bond	1%	28.60
991000	79999	Change Order Fee	5%	147.18
			Markup Subtotal	259.30
			PCI Total	3,119.27

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,119.27.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "W. J. Gray", is written over the printed name "Swinerton Builders".

12/13/2007

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00323

To:	SVA ARCHITECTS, INC.	RFI Date:	10/18/2017
Attention:	Tom Bardwell	Date Due:	10/18/2017
CC:	Chris Yafuso	RFI Type:	Civil / Site
	Paul Vernier	Priority:	
	Christopher Barbato	Schedule/Activity ID:	
		Document Reference:	C-3
		Spec Section:	
		Status:	Returned

Subject: East Side Curb and Gutter

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Plans show that the East curb is 8" lower than the city park elevation. Per field walk with AOR, IOR and Swinerton Superintendent the AOR directed Swinerton to raise curb elevation to match the city park elevation and run level. Please confirm.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 10/18/2017

Confirmed per the site walk on 10/17/17.

ATTACHMENTS:



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-014
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	12/7/17
REFERENCE	Add curb at Bldg #1 - RFI-323

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of emergency mobilization to add a curb east of building #1

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10035	Added curbs	Bldg #1	10/18/17	Carpenter	Journeyman	R	15	Hr	\$84.96	\$1,274.46
AWA-10035	Added curbs	Bldg #1	10/18/17	Mason	Journeyman	R	4	Hr	\$80.91	\$323.66
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	Ready Mix	R	2	Yds	\$117.65	\$235.29
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	AB-219	R	2	Yds	\$20.00	\$40.00
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	Short Load	R	1	Ea	\$350.00	\$350.00
AWA-10035	Added curbs	Bldg #1	10/18/17	Material	2x12x16 TS	R	13	Ea	\$50.27	\$653.52

EXCLUSIONS/QUALIFICATIONS

Price assumes work to be done concurrently with other work.

Separate mobilization will require additional costs.

Bond is not included in this COR

All work done as directed by Swinerton Builders

EXTENSION OF CONTRACT DURATION-->

1 Day

SUB-TOTAL	\$2,876.93
P&O	\$431.54
TOTAL FOR THIS COR	\$3,308.47

2486⁹³
 373⁰⁴
 2859⁹⁷



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10035

ADDITIONAL WORK AUTHORIZATION

DATE: 10-18-17

through 10-20-17

CUSTOMERS

NAME Swinerton Builders
STREET 17731 Mitchell Northside 200
CITY Irvine STATE CA 92614-6028

JOB NAME Lemonwood K8
STREET 2200 Carnegie Court
CITY Oxnard CA 93033
JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:


Extra to Contrata Las minute call
we add to the curb on top on curb gutter
East of Building #1 Form work Pour Extra
Concrete Extra form. Total man count
4. - 3 Carpenter 1 Cemen Mason
Total man hours 19. Cemen Mason 4 hour
Min. Carpenter 5. hours Each
200' of 2x12x16. Lumber
2 top. of concrete Min.

RFS
323 CP

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job

AUTHORIZING SIGNATURE 

DATE: 10/25/17

(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



December 19, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0284 RFI 327 Furnish and install Mortar Mix Plus cementitious deck fill at Classroom Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

At second floor exterior corridor between 5&6 lines, and A&C lines the concrete deck is at a thickness that the specified concrete fill would not perform satisfactorily. Furnish and install Mortar Mix Plus per RFI 327

Phase	Category	Description	Subcontractor	Quote
321313	71140	RFI 327 Furnish and install modified cementitious fill in 2nd floor corridor	SANTA CLARITA CONCRETE	7,117.92
			Subtotal	7,117.92
007480	71160	Subguard	1.15%	81.86
007410	71160	Builders Risk	0.6%	43.20
007420	71160	General Insurance	1.15%	82.80
007510	71160	P&P Bond	1%	71.18
991000	79999	Change Order Fee	5%	366.29
			Markup Subtotal	645.33
			PCI Total	7,763.25

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **7,763.25.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

12/19/2017

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-015
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	12/17/17
REFERENCE	RFI-0327

NARRATIVE FOR CHANGE ORDER REQUEST
 Provide labor, equipment and materials to provide custom thin concrete mix that was blocked out from original deck pour. Includes credit for deck not poured, cost to block area out, cost for (4) men for one day to mix approximately 44 bags of material and hand carry up to the second floor and (1) day for one mason to finish the material.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
RFI-0327	thin set pour back	Bldg 1	12/17/17	Credit	Deck Concrete	R	1.9	Yds	\$117.65	\$227.45
RFI-0327	mix/transport/place	Bldg 1	12/17/17	Carpenter	Journeyman	R	32	Hr	\$84.96	\$2,718.86
RFI-0327	Finish thin set	Bldg 1	12/17/17	Mason	Journeyman	R	4	Hr	\$80.91	\$323.66
RFI-0327	Finish thin set	Bldg 1	12/17/17	Material	Mortar Mix plus	R	44	Ea	\$59.99	\$2,609.57
RFI-0327	Finish thin set	Bldg 1	12/17/17	Equipment	Electric Mixer	R	1	Day	\$225.00	\$225.00
RFI-0327	block out pour	Bldg 1	12/17/17	Carpenter	Journeyman	R	1	Hr	\$84.96	\$84.96

EXCLUSIONS/QUALIFICATIONS
 Price assumes work to be done concurrently with other work.
 Separate mobilization will require additional costs.
 Bond is not included in this COR
 All work done as directed by Swinerton Builders
EXTENSION OF CONTRACT DURATION--> 1 Day

SUB-TOTAL	\$6,189.49
P&O	\$928.42
TOTAL FOR THIS COR	\$7,117.92



2200 Carnegie Court,
Oxnard, CA. 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00327

To:	SVA ARCHITECTS, INC.	RFI Date:	11/29/2017
Attention:	Tom Bardwell	Date Due:	11/29/2017
CC:	Paul Vernier	RFI Type:	Architectural
	Christopher Barbato	Priority:	Critical
	Nalani Scanlon	Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: 2nd floor cooridor concrete

INFORMATION REQUESTED:

Requested By: Bill Gray

Exterior concrete deck between 5-6 and A-C lines is approximately 1 1/4" to 1 1/2" thick due to structural changes made in CCD 005. This issue has been discussed numerous times in the past 3 months but no resolution has been delivered. Normal weight concrete, no matter the aggregate size will not hold up. Please provide an alternate material to be used in this location.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 12/15/2017

Refer to attached submittal for the specified concrete product. The MMP can be given the same finish as the existing, and will be close in color. Provide same broom finish as the rest of the concrete deck.

ATTACHMENTS:

2017 Mortar Mix + Submittal

MORTAR MIX PLUS (MMP)

High-Strength Polymer-Modified Structural Repair Mortar



PRODUCT DATASHEET

DESCRIPTION: Rapid Set® MORTAR MIX PLUS (MMP) is a high-performance, rapid-hardening, multi-purpose repair material. Durable in wet environments, MMP is a blend of Rapid Set hydraulic cement, advanced additives, and quality aggregates. MMP has been specially formulated to match the color of typical portland cement concrete. MMP is non-metallic and no chlorides are added. Mix MMP with water to produce a workable, high quality repair mortar that is ideal where fast strength gain, high durability and low shrinkage are desired. A corrosion inhibitor is added to increase protection of embedded reinforcement.

USES: Use MMP for general and structural concrete repair, construction of pavements, marine applications, underlayments and formed work. MMP is a versatile product that is suitable for horizontal, vertical and overhead applications. MMP contains an air-entraining admixture for freeze-thaw durability. Apply MMP in thicknesses from 1/2" to 6" (1.2 cm to 15.2 cm). For thicker applications, use Rapid Set® CONCRETE MIX.

ENVIRONMENTAL ADVANTAGES: Use MMP to reduce the carbon footprint and lower the environmental impact of a project. Production of Rapid Set cement emits far less CO₂ than portland cement. Contact your representative for LEED values and environmental information.

SURFACE PREPARATION: For repairs, application surface shall be clean, sound and free from any materials that may inhibit bond, such as oil, asphalt, curing compound, acid, dirt and loose debris. Roughen surface and remove all unsound material. Apply MMP to a thoroughly saturated surface with no standing water.

MIXING: The use of a power-driven mechanical mixer, such as a mortar mixer or a drill-mounted mixer, is recommended. Organize work so that all personnel and equipment are in place before mixing. Use clean potable water. **MMP may be mixed using 3 to 5 quarts (2.8 L to 4.7 L) of water per 55-lb (25-kg) bag. Use less water to achieve higher strengths. Do not exceed 5 quarts (4.7 L) of water per bag.** For increased fluidity and workability, use Rapid Set® FLOW Control® plasticizing admixture from the Rapid Set® Concrete Pharmacy®. Place the desired quantity of mix water into the mixing container. While the mixer is running, add MMP. Mix for the minimum amount of time required to achieve a lump-free, uniform consistency (usually 1 to 3 minutes). Do not retemper.

INSTALLATION: MMP may be placed using traditional construction methods. Organize work so that all personnel and equipment are ready before placement. Place, consolidate and screed quickly to allow for maximum finishing time. Use a method of consolidation that eliminates air voids. Do not wait for bleed water; apply final finish as soon as possible. MMP may be troweled, floated or broom finished. On flat work, do not install in layers. For overlay applications, a minimum of one test section should be prepared to evaluate the suitability of the materials and procedures. Install full-depth sections and progress horizontally. To extend working time, use Rapid Set® SET Control® retarding admixture from the Concrete Pharmacy or cold mix water. Do not install on frozen surfaces. MMP may be applied in temperatures ranging from 45°F to 90°F (7°C to 32°C).

OVERVIEW

Highlights:

Polymer Modified: Better workability and stronger adhesion

Freeze-thaw resistance

Air entrained

Gray Color: Formulated to concrete gray color

Corrosion Resistance: Integral corrosion inhibitor

Rapid Hardening: High early strength with ample working time

Uses: Structural horizontal, vertical and overhead concrete repairs, underlayments, floors, formed concrete and more

Conforms to:

ASTM: C928, C387

MasterFormat® 2016

- 03 01 30 Maintenance of Cast-in-Place Concrete
- 03 01 40 Maintenance of Precast Concrete
- 03 01 50 Maintenance of Cast Decks and Underlayment
- 03 01 70 Maintenance of Mass Concrete
- 03 54 16 Hydraulic Cement Underlayment
- 04 01 00 Maintenance of Masonry

Manufacturer:

CTS Cement Manufacturing Corp.
11065 Knott Ave., Suite A
Cypress, CA 90630
Tel: 800-929-3030 | Fax: 714-379-8270
Web: www.CTScement.com
E-mail: info@CTScement.com



MORTAR MIX PLUS (MMP) High-Strength Polymer-Modified Structural Repair Mortar

CURING: Water cure all Rapid Set® MORTAR MIX PLUS (MMP) installations by keeping exposed surfaces wet for a minimum of 1 hour. Begin curing as soon as the surface starts to lose its moist sheen. When experiencing extended setting time due to cold temperature or the use of retarder, longer curing times may be required. The objective of water curing shall be to maintain a continuously wet surface until the product has achieved sufficient strength.

COLD WEATHER: Environmental and material temperatures below 70°F (21°C) may delay setting time and reduce the rate of strength gain. Lower temperatures will have a more pronounced effect. Thinner sections will be more significantly affected. To compensate for cold temperatures, keep material warm, use heated mix water and follow ACI 306 Procedures for Cold Weather Concreting.

WARM WEATHER: Environmental and material temperatures above 70°F (21°C) may speed setting time and increase the rate of strength gain. Higher temperatures will have a more pronounced effect. To compensate for warm temperatures, keep material cool, use chilled mix water and follow ACI 305 Procedures for Hot Weather Concreting. The use of Rapid Set® SET Control® set retarding admixture from the Rapid Set® Concrete Pharmacy® will help offset the effects of high temperatures.

YIELD & PACKAGING: MMP is available in 55-lb (25-kg) bags. One 55-lb (25-kg) bag of MMP will yield approximately 0.5 ft³.

SHELF LIFE: MMP has a shelf life of 12 months when stored properly in a dry location, protected from moisture, out of direct sunlight, and in an undamaged package.

USER RESPONSIBILITY: Before using CTS products, read current technical data sheets, bulletins, product labels and safety data sheets. It is the user's responsibility to review instructions and warnings for any CTS products prior to use.

WARNING: DO NOT BREATHE DUST. AVOID CONTACT WITH SKIN AND EYES. Use material in well-ventilated areas only. Exposure to cement dust may irritate eyes, nose, throat, and the upper respiratory system/lungs. Silica exposure by inhalation may result in the development of lung injuries and pulmonary diseases, including silicosis and lung cancer. Seek medical treatment if you experience difficulty breathing while using this product. The use of a NIOSH/MSHA-approved respirator (P-, N- or R-95) is recommended to minimize inhalation of cement dust. Eat and drink only in dust-free areas to avoid ingesting cement dust. Skin contact with dry material or wet mixtures may result in bodily injury ranging from moderate irritation and thickening/cracking of skin to severe skin damage from chemical burns. If irritation or burning occurs, seek medical treatment. Protect eyes with goggles or safety glasses with side shields. Cover skin with protective clothing. Use chemical resistant gloves and waterproof boots. In case of skin contact with cement dust, immediately wash off dust with soap and water to avoid skin damage. In case of skin contact with wet concrete, wash exposed skin areas with cold running water as soon as possible. In case of eye contact with cement dust, flush immediately and repeatedly with clean water, and consult a physician. If wet concrete splashes into eyes, rinse eyes with clean water for at least 15 minutes and go to the hospital for further treatment.

PROPOSITION 65 WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

Please refer to the SDS and www.CTScement.com for additional safety information regarding this material.

LIMITED WARRANTY: CTS CEMENT MANUFACTURING CORP. (CTS) warrants its materials to be of good quality and, at its option, will replace or refund the purchase price of any material proven to be defective within one (1) year from date of purchase. The above remedies shall be the limit of CTS's responsibility. Except for the foregoing, all warranties expressed or implied, including merchantability and fitness for a particular purpose, are excluded. CTS shall not be liable for any consequential, incidental, or special damages arising directly or indirectly from the use of the materials.

TYPICAL PHYSICAL DATA

Set Time, ASTM C266

Initial set	35 minutes
Final set	55 minutes

Compressive Strength, ASTM C109 Mod.

1.5 hours	2000 psi (13.8 MPa)
3 hours	3500 psi (24.1 MPa)
24 hours	5500 psi (34.5 MPa)
7 days	6000 psi (41.4 MPa)
28 days	7000 psi (48.3 MPa)

Splitting Tensile Strength, ASTM C496

28 days	600 psi (4.14 MPa)
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Slant Shear Bond Strength, ASTM C882 mod. per C928

24 hours	2000 psi (13.8 MPa)
7 days	2500 psi (17.2 MPa)
28 days	3000 psi (20.7 MPa)

Flexural Strength, ASTM C348

28 days	600 psi (4.14 MPa)
---------	--------------------

Scaling Resistance, ASTM C672 per C928

Visual rating	0
---------------	---

Freeze Thaw Resistance, ASTM C666

Durability factor	95% (Procedure A)
-------------------	-------------------

Length Change, ASTM C157 per C928 (Air Storage)

28 days (max)	-0.03%
---------------	--------

Length Change, ASTM C157 per C928 (Water Storage)

28 days (max)	+0.02%
---------------	--------

Rapid Chloride Ion Penetration, ASTM C1202

28 days	< 1000 coulombs
---------	-----------------

Typical data obtained at 100 by ASTM C1437 at 70°F (21°C)



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December 22, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0288 Storm drain manhole modification

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

During the grading process at the eastern boundaries of the project, a storm drain manhole was discovered that was not identified on the contract documents. Manhole cover had to be raised to new grade established by contract documents in this location.

Phase	Category	Description	Subcontractor	Quote
330200	71140	Storm drain cover modification	BALI CONSTRUCTION INC.	1,185.00
			Subtotal	1,185.00
007480	71160	Subguard	1.15%	13.63
007410	71160	Builders Risk	0.6%	7.19
007420	71160	General Insurance	1.15%	13.79
007510	71160	P&P Bond	1%	11.85
991000	79999	Change Order Fee	5%	60.98
			Markup Subtotal	107.44
			PCI Total	1,292.44

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,292.44.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "W. Swinerton", is written over the printed name.

Date: 12/22/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



9852 JOE VARGAS WAY
S. El Monte, CA 91733
Telephone (626) 442-8003
Fax (626) 442-8315

December 14, 2017

Swinerton Builders
17731 Mitchell North Suite 200
Irvine CA 92614

Attention: Bill Gray

Email: Bgray@swinerton.com

Reference: Lemonwood Elementary
2200 Carnegie Court
Oxnard CA 93033
GC Contract # 16055106
GC Job # 16055106
Bali Project # 16-043
GC/Owner Ref.#

Subject: C.O.R. Number 15

Describe Work: RTG Storm Drain MH, East of North Basketball Court

Bill Gray

We hereby submit our Change Order Request for the above referenced project. All work was performed and completed as directed by your company on a time and material basis.

We have attached, for your review, signed extra work tickets to substantiate all costs incurred. Any additional costs associated with this work will be submitted on a subsequent change order. Below is a cost summary.

<u>Date</u>	<u>Ticket #</u>	<u>Amount</u>
12/4/17	12522	1,185.00
TOTAL		<u><u>\$1,185.00</u></u>

Bali Construction, Inc. requests a formal Contract Change Order be issued immediately. Thank you for your prompt attention to this matter.

If you have any questions, please call.

Best Regards,

Kevin Delate
Bali Construction, Inc.

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
 So. El Monte, Ca 91733
 Telephone (626) 442-8003
 Fax (626) 442-8315

To: Swinerton Builders

Ticket #: 12522
 Date: 12/4/2017
 Order Taken By: Antonio Covarrubias
 Job Number: 16-043
 Job Name: Lemonwood Elementary
 Job Location: Oxnard CA
 Customer Ref. Number: _____
 COR # 15

Description of Work				Equipment			
Raised to Grade Storm Drain Manhole located East of the North Basketball Court.				Description	Hours	Bare Rate	Amount
				(Unit 104) Excavator 9060		\$207.14	
				(Unit 100) Excavator 9050		\$171.13	
				(Unit 102) Excavator EX300		\$143.86	
				(Unit 101) Excavator MEX 200		\$86.00	
				(Unit 103) Excavator CX 240		\$118.00	
				(Unit 105) Excavator PC128		\$65.00	
				Excavator Mini		\$50.00	
				Loader 721		\$91.17	
				Loader 821/938		\$111.44	
				Loader 521		\$70.00	
				Backhoe		\$58.00	
				Water Truck (2,000gal)		\$50.98	
				Dump Truck (10cy)(Operated)		\$85.00	
				Dump Truck (6cy)		\$50.98	
				Utility Truck w/ Fuel Tank		\$33.46	
				Pick Up Truck	6	\$27.33	\$163.98
				Super 10 Dump Truck		\$95.00	
				Air Compressor w/ tools		\$21.23	
				Saw Truck		\$65.00	
				Bobcat Skid Steer		\$29.13	
				Total Equipment			\$164.00
Material/ Outside Services				Subcontractor Charges			
Qty	Description	Unit Price	Amount				
				Total Subcontractor			
Labor Rates thru MM/DD/YY							
				Description	Hours	Rate	Amount
				Laborer Foreman	6	\$80.00	\$480.00
				Laborer	6	\$64.39	\$386.34
				Carpenter		\$70.28	
				Operator		\$84.17	
				Cement Mason		\$68.28	
				Laborer Foreman O.T.		\$106.58	
				Operator O.T.		\$112.17	
				Laborer O.T.		\$85.24	
				Carpenter O.T.		\$94.94	
				Cement Mason O.T.		\$89.04	
				Laborer Foreman 2x O.T.		\$133.17	
				Operator 2x O.T.		\$140.17	
				Laborer 2x O.T.		\$106.10	
				Carpenter 2x O.T.		\$119.60	
				Cement Mason 2x O.T.		\$109.81	
				Total Labor			\$866.00
				Total Labor			\$866.00
				Total Materials			
				Total Equipment			\$164.00
				Total Subcontractor			
				Mark-up Labor			15% \$130.00
				Mark-up Materials			15%
				Mark-Up Equipment			15% \$25.00
				Mark-up Subcontractor			5%
				Subtotal			\$1,185.00
				Bond			
				Total			\$1,185.00

Bali Construction, Inc.

Extra Work Ticket

(Ticket #) **12522**

Job Name: LEMONWOOD K-8

Date: 12/4/17

Contractor: SWINELTON

Bali Foreman: TONY C.

GC Tracking Number: _____

Bali Job Number: # 16-043

Work Completed: Yes No

Bali Job Name: LEMONWOOD K-8

Description of Extra Work Being Performed

RAISED TO GRADE STORM DRAIN (MH), EAST OF NORTH BASKETBALL COURT.

Bali Yard Stock Material

Bali Equipment

Qty	Description of Material Provided	Description	Unit #	Qty	Hours
		Bali Super Ten - Deliveries			
		Excavator			
		Mini Excavator			
		Compaction Wheel - excavators			
		Loader			

Vendor Provided Material

Qty	Vendor Name	Description of Material	Shipping/Invoice #			
				Bobcat Skid Steer		
				Backhoe		
				Compaction Wheel - Backhoe		
				Backhoe - Breaker		
				Water Truck (2,000 gal)		
				Air Compressor w/ Tools		
				Pick UP Truck	A-13	1 6
				Utility Truck W/ Fuel Tank		
				Sawcut Truck		
				Cones / Delineators		
				Traffic Signs		

Rental Equipment & Outside Vendors & Misc.

Qty	Vendor Name	Description of Material	Shipping/Invoice #			
				Arrow Boards		
				Light Tower		
				Yard Truck Delivery		

Labor

	Names	Class	Reg	OT	DT
	COVALLEBIAS, ANTONIO	LF	6		
	COVALLEBIAS, FILEMON	L	6		

Subcontractor Charges

Qty	Vendor Name	Description of Material	Shipping/Invoice #			

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason

Company: SWINELTON BUILDERS

Bali Foreman: TONY C.

Signature: Chris Barbato Date: 12/4/17

Signature: [Signature] Date: 12/4/17

Print Name: CHRIS BARBATO Title: SUPT.

Signature: [Signature] Date: 12/4/17

I hereby acknowledge the satisfactory completion of the above described work.



December 28, 2017

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0289 Add quarry tile setting bed at 2nd floor restrooms

Dear Mr. Scott Burkett,

We request a Change Order to our contract for the following:

In the CCD 005 structural framing modifications the 2nd floor restrooms were stepped down per detail 8/S900. Per original contract documents flooring was at the same plane and floor tile was applied directly to lightweight concrete floor fill. This new detail added the necessity of a mortar setting bed.

Phase	Category	Description	Subcontractor	Quote
096500	71140	Add mortar setting bed at 2nd floor restrooms	THE M.S. ROUSE COMPANY	8,335.00
			Subtotal	8,335.00
007480	71160	Subguard	1.15%	95.85
007410	71160	Builders Risk	0.6%	50.59
007420	71160	General Insurance	1.15%	96.96
007510	71160	P&P Bond	1%	83.35
991000	79999	Change Order Fee	5%	428.92
			Markup Subtotal	755.67
			PCI Total	9,090.67

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **9,090.67.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "W. Swinerton", is written over the printed name "Swinerton Builders".

Date: 12/28/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



THE M.S. ROUSE
C O M P A N Y

1611 Kona Drive
Rancho Dominguez, CA 90220
Tel (310) 764-4695
Fax (310) 764-4313

October 24, 2017

NALANI SCANLON
SWINERTON BUILDERS
865 S. FIGUEROA ST
SUITE 3000
LOS ANGELES, CA 90017

Re: LEMONWOOD K-8
Bid # Q0000733 co- 003
ADD TO INSTALL A MORTAR BED AT
THE 2ND FLOOR RESTROOMS IN
BLDG 1

Dear NALANI:

Thank you for the opportunity to submit the following proposal for the above referenced project.

Scope of Work:

MRTR BED	1 EA	ADD TO INSTALL A MORTAR BED AT THE 2ND FLOOR RESTROOMS IN BUILDING 1	\$8,335.00
		Total Price	\$8,335.00

Exclusions:

1. Off hours work, overtime or weekend hours. 2. Major Floor prep/moisture mitigation, joint fill or crack repair. 3. Clean, wax and protection, major concrete patching or repair. 4. Failure due to moisture vapor transmission, slab movement or deterioration.

Approved:

Regards,
DAVID MARTINEZ, JR.



SWINERTON

January 13, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0292.1 Add Positive Force Closers on chain link man gates

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install Positive Force closers on man gates

Phase	Category	Description	Subcontractor	Quote
323100	71140	Furnish and install Positive Force closers on man gates	CROWN FENCE CO., INC.	33,063.74
			Subtotal	33,063.74
007480	71160	Subguard	1.15%	380.23
007410	71160	Builders Risk	0.6%	200.66
007420	71160	General Insurance	1.15%	384.61
007510	71160	P&P Bond	1%	330.64
991000	79999	Change Order Fee	5%	1,701.46
			Markup Subtotal	2,997.60
			PCI Total	36,061.34

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **36,061.34.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/13/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CROWN FENCE

Since 1923

Date: 01/12/18

Contractor Name: Crown Fence

Job Name: Lemonwood

Authorization No: _____

ADDITIONAL DESCRIPTION:

Add Postive Force Closers to Gates

1 LABOR

Taxable wage plus non-taxable fringe benefits

TRADE	HOURS		RATE / HR	=	
	0.00	X	0.00	=	0.00
Foreman:	24.00	X	66.00	=	1584.00
Foreman 1.5 OT	0.00	X	88.50	=	0.00
Journeyman:	24.00	X	63.47	=	1523.28
Journeyman 1.5 OT	0.00	X	85.14	=	0.00
Operating Engineer	0.00	X	81.72	=	0.00
Operating Engineer 1.5 OT	0.00	X	109.16	=	0.00
	0.00	X	0.00	=	0.00
	0.00	X	0.00	=	0.00
LABOR TOTAL:					3107.28

MATERIAL

DESCRIPTION	UNITS		\$ / UNIT	=	
Positive force closers	1.00	X	20400.00	=	20400.00
	0.00	X	0.00	=	0.00
MATERIAL TOTAL:					20400.00

TOTAL LABOR + MATERIAL

23507.28

MARK-UP 15%

3526.09

2 SUBCONTRACTORS

COMPANY NAME	WORK PERFORMED	TOTAL
		0.00
		0.00
		0.00

TOTAL SUBCONTRACTORS

0.00

MARK-UP 15%

0.00

3 EQUIPMENT

Bare Equipment Costs

DESCRIPTION	HOURS		RATE / HR		
Utility Truck	24.00	X	39.47		947.28
Welder Generator	24.00	X	6.50		156.00
Skid Steer w/ Auger	0.00	X	33.73		0.00
Hydraulic Excavator (Kabota)	0.00	X	48.33		0.00
Ramp truck / flatbed	0.00	X	30.69		0.00
Towable Compressor	0.00	X	17.33		0.00
Towable Cement Mixer	0.00	X	3.72		0.00
Fork Lift 6 K-8K	0.00	X	40.83		0.00
	0.00	X	0.00		0.00

TOTAL EQUIPMENT COSTS

1103.28

MARK-UP 15%

165.49

SUPPLEMENTAL COSTS:

DESCRIPTION	HRS- UNIT		\$ / HR - UNIT		
FREIGHT	0.00	X	150.00		0.00
Packaging	0.00	X	125.00		0.00
Submittals/Shop Drawings	0.00	X	0.00		0.00
Shop Time	48.00	X	53.00		2544.00
	0.00	X	0.00		0.00

TOTAL SUPPLEMENTAL COSTS

2544.00

MARK-UP 15%

381.60

SALES TAXES

9.00 % of \$20,400

1836.00

SUBTOTAL

33063.74

BOND

0.00 % of \$33,064

0.00

4 TOTAL COST

33063.74



SWINERTON

February 10, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0295.1 Bulletin 47 add exhaust fan at MPR Electrical room

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install new exhaust fan as described in Bulletin 47

Phase	Category	Description	Subcontractor	Quote
051200	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Add structural opening and supports	BECK STEEL, INC.	3,500.00
075400	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Patch roofing	LETNER ROOFING COMPANY	1,750.00
092900	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Build curb	RUTHERFORD CO., INC.	1,750.00
230010	71140	Bulletin 47 - Add exhaust fan at MPR electrical room	SHELDON MECHANICAL CORPORATION	5,420.00
260010	71140	Bulletin 47 - Add exhaust fan at MPR electrical room. Conduit, wire for power and control	TAFT ELECTRIC COMPANY	1,241.00
			Subtotal	13,661.00
007480	71160	Subguard	1.15%	157.10
007410	71160	Builders Risk	0.6%	82.91
007420	71160	General Insurance	1.15%	158.91
007510	71160	P&P Bond	1%	136.61
991000	79999	Change Order Fee	5%	703.00
			Markup Subtotal	1,238.53
			PCI Total	14,899.53

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **14,899.53.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



SWINERTON

not accepted within days of its issuance.

- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 2/10/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 072

Date: 1/9/2018

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Bulletin 47 Added EF		submitted

Reference	Required By	Days Req	Amt Req
Bulletin 47	1/16/2018	0	1,241

Notes

We are submitting the above cost per Bulletin 47 Added Exhaust Fan. This includes installation of conduit, wire, disconnect switch and line voltage thermostat from panel GL1 using existing spare 20A breakers to power the new exhaust fan and condensation pump. Line voltage thermostat, exhaust fan, LV controls and all related equipment, ducting & support is provided by others.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____ Date _____

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFT Labor Level: TAFT 9 Jan 2018 9:49:33

Region: COR 072 BULLETIN 47

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				120V POWER TO ADDED EF, LINE VOLTAGE TSTAT & CONDENSATE PUMP				
TITLE	60		M		1/2" EMT (2)#12+G	0.0000	0.00	0.0000	0.00
10046	60	FT	M	1/2	EMT	0.3175	19.05	0.0300	1.80
30136	8	EA	M	1/2	EMT STEEL-COMP COUPLING	0.4534	3.63	0.0320	0.26
30216	10	EA	M	1/2	EMT STEEL COMP CONNECTOR	0.3846	3.85	0.0320	0.32
70029	66	FT	M	12	THHN/THWN CU (SOL)	0.1212	8.00	0.0040	0.26
70111	33	FT	M	12	GREEN THHN CU (GRD 20A)	0.1269	4.19	0.0040	0.13
160573	15	EA	M	#10 x 1"	TEK SCREW	0.0196	0.29	0.0000	0.00
70034	100	FT	M	10	THHN/THWN CU (STR)	0.2127	21.27	0.0040	0.40
61	10		M		CONDUIT SUPPORT 1/2"-1"	5.8000	58.00	0.2000	2.00
100152	6	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.0300	0.18
150041	3	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	11.85	0.1200	0.36
140272	2	EA	M	20A	1P TOGGLE SPECIFICATION -GRADE	11.5427	23.09	0.1800	0.36
150094	2	EA	M	1/2"D 7.3-CI	4"SQ 1-SW RAISED CVR	1.9394	3.88	0.0500	0.10
150070	1	EA	M	3/4"RISE 10.0-CI	2G 4"SQ PLASTER-RING	2.2979	2.30	0.0500	0.05
140555	1	EA	M	BLANK	2G STAINLESS STEEL PLATE	3.1789	3.18	0.0600	0.06
66	3		M		4S/SS BOX SUPPORT	5.4999	16.50	0.2500	0.75
106	1		M		EF TERMINATION	0.0000	0.00	1.0000	1.00
107	1		M		LINE VOLTAGE THERMOSTAT	0.0000	0.00	1.0000	1.00
108	1		M		CP TERMINATION	0.0000	0.00	1.0000	1.00
TITLE	2		M	1/2	FLEX-STL CONDUIT WHIP	0.0000	0.00	0.0000	0.00
50001	6	FT	M	1/2	FLEXIBLE STEEL CONDUIT	0.5298	3.18	0.0280	0.17
50023	2	EA	M	1/2	FLEX COND ANGLE CONN	2.6859	5.37	0.1008	0.20
50034	2	EA	M	1/2	FLEX COND STRAIGHT CONN	0.6737	1.35	0.0840	0.17
40207	4	EA	M	1/2	GRD BUSHING INSULATED	4.9886	19.95	0.2000	0.80
Phase Totals:							208.92		11.37

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com

Job Totals: 208.92

11.37



Santa Ana + Oakland + San Diego + Honolulu

SVA Architects, Inc.

3 MacArthur Place, Suite 850
Santa Ana, California 92707
T 949.809.3380

info@sva-architects.com
www.sva-architects.com

**Lemonwood K-8 Reconstruction
Bulletin # 47 Narrative**

Revision:

11/16/2017

*Note: This Bulletin is issued for clarification of the Contract Documents or a proposed change to the Contract Documents. It is **not** an authorization to proceed with the items described. Submit a written proposal to the Architect for any anticipated changes in contract price and/or schedule as a result of this Bulletin. **Do not proceed** with any items described in this Bulletin without written authorization from the Owner.*

Changes to Drawings and/or Specifications:

Revisions to the Mechanical and Electrical drawings

Drawings:

- A. MX-1:
 - a. Added exhaust fan schedule
 - b. Added exhaust fan ceiling mounted detail
- B. MX-2:
 - a. Added exhaust fan to room 2-104 – Electrical room
- C. E2-2.1B:
 - a. Provide power for exhaust fan EF8-2 per updated mechanical plans

Drawings

MX-1 – MPR Exhaust Fan addition schedule and details

MX-2 – MPR Exhaust Fan addition plan

E2-2.1B – Building 2 – MPR Gym – Power Plan

Distribution:

District

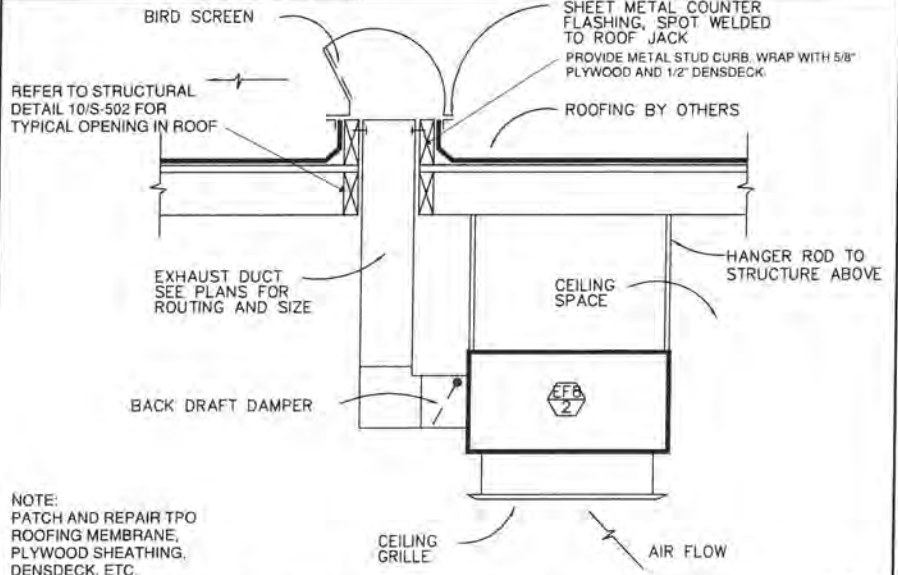
Contractor

IOR

EXHAUST FAN SCHEDULE

SYM	MFR & MODEL #	AREA SERVICED	CFM	ESP IN.W.G.	FAN RPM	HP(W)	ELECTRICAL		WT LBS	CONTROLS	ANCHORAGE DETAIL	REMARKS
							V	PH				
EFB 2	GREENHECK SPA710-VG	ELECTRICAL 2-104	650	0.25	1060	285	115	1	41	7 MX-02	1 MX-1	1, 2, 3, 6

1. BDD
2. ROOF CURB
3. VARI-GREEN EC MOTOR W/ MOUNTED POTENTIOMETER DIAL
4. GREASE TYPE 1 UL - 762 LISTED
5. PROVIDE STAINLESS STEEL SHAFT
6. PROVIDE LINE VOLTAGE THERMOSTAT



EXHAUST FAN DETAIL

1



DESCRIPTION:
MPR EXHAUST FAN ADDITION

PROJECT NAME:
LEMONWOOD K-8 RECONSTRUCTION

PROJECT NUMBER:
046137

DRAWING REFERENCE:
MX-1

BIDD REFERENCE:
BULLETIN 47

DATE:
SCALE:
DRAWN BY:



A

INTERIOR END LAP

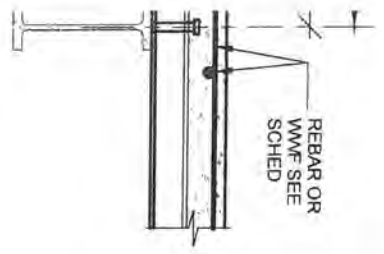
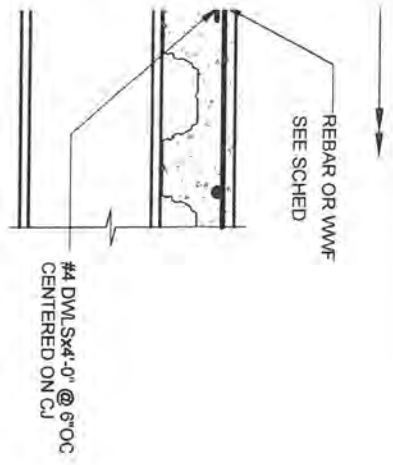
B

INTERIOR SKEWED JOINT
(USE ONLY WHERE DECK CANNOT LAP)

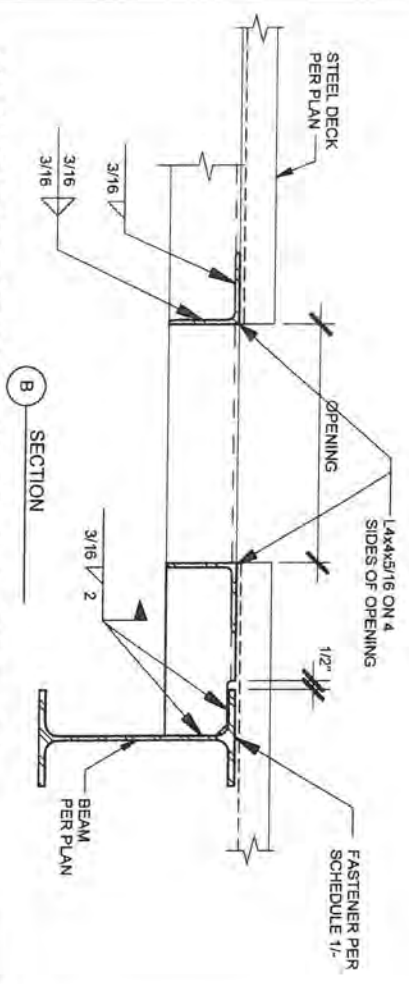
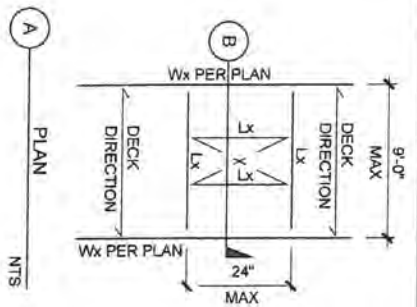
C

9

STEEL DECK WITH C



14

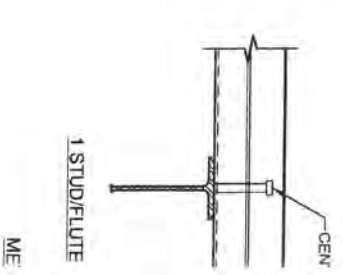
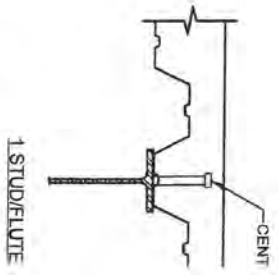


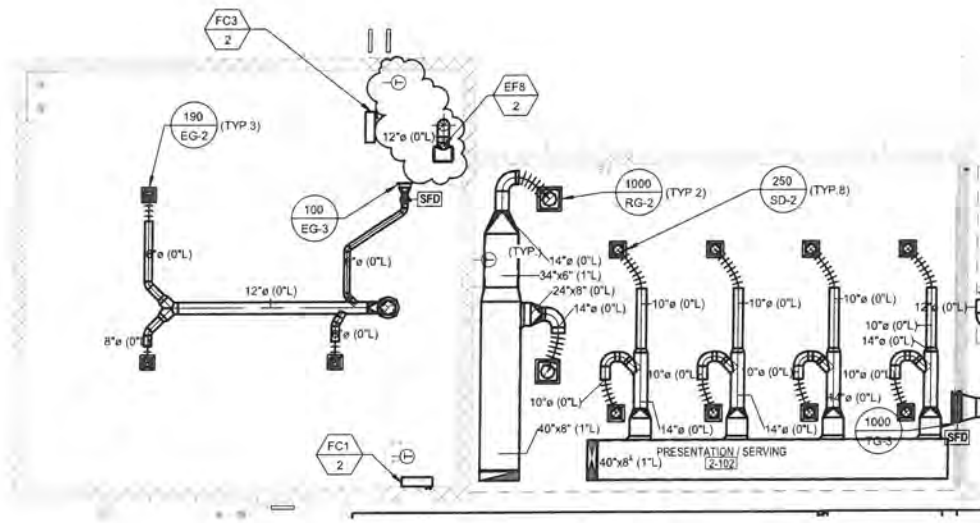
ANGLE FRAMING AT SMALL OPENINGS


10

OPENINGS PER PLAN

- NOTES:
- DO NOT CUT MORE THAN 2 ADJACENT WEBS.





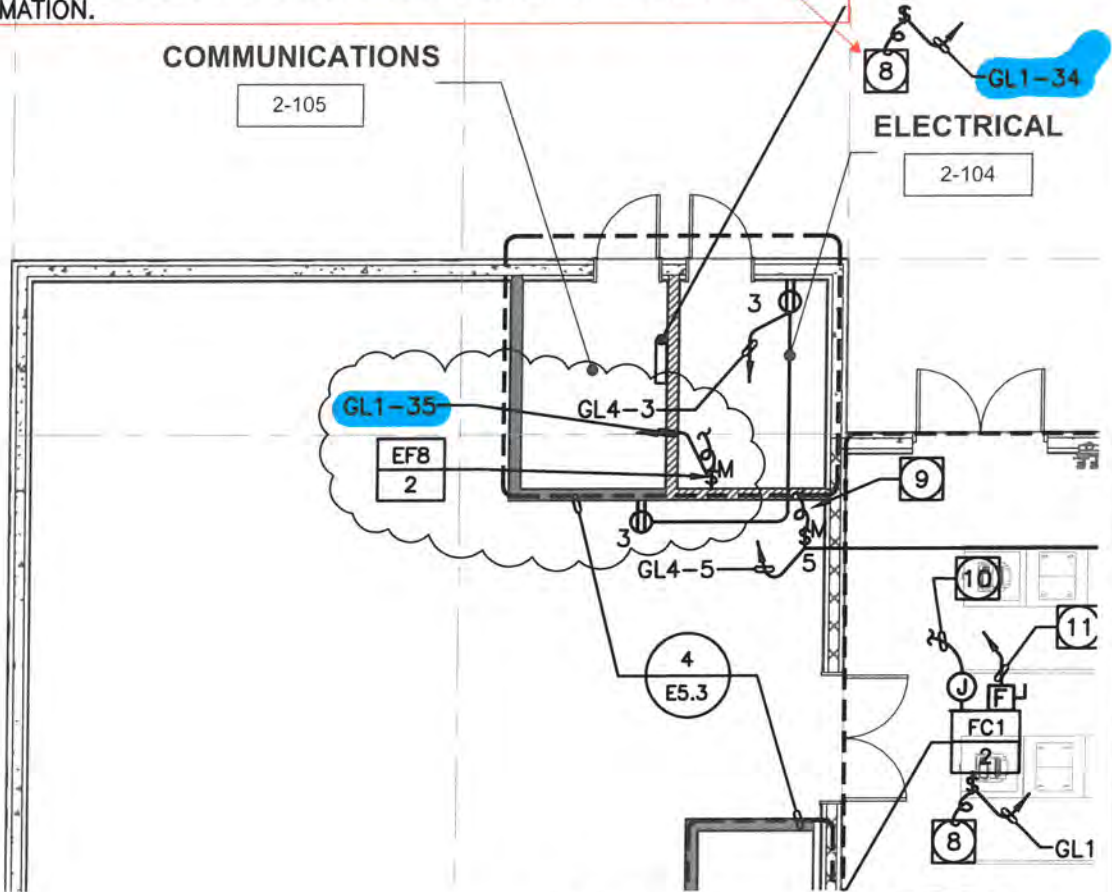
	DESCRIPTION	DRAWING REFERENCE	AGE #
	MPR EXHAUST FAN ADDITION	MX-2	
	PROJECT NAME	ISSUE REFERENCE	DATE
LEMONWOOD K-8 RECONSTRUCTION	BULLETIN	11/14/17	
PROJECT NUMBER	47	SCALE	
1340121		1/8" = 1'-0"	
		DRAWN BY	
		APR	



MOTORIZED EQUIPMENT SCHEDULE

ITEM	DESCRIPTION	EQUIPMENT RATING						DISC. SW. SIZE STARTER SIZE	CIRCUIT DATA CONDUIT - WIRE	SPECIFIC NOTES
		VOLTS	PH.	HP	FLA	MCA	MOCP			
E8B 2	FAN COIL UNIT	115	1	-	285W	-	-	20AS, 1P	3/4" - 2#12, 1#12G.	A

8 PROVIDE CONNECTION TO CONDENSATE PUMP PER MANUFACTURER'S REQUIREMENTS. REFER TO MECHANICAL PLANS FOR ADDITIONAL INFORMATION.



tk1sc

COLLABORATIVE

11870 Pierce Street, Suite 160
Riverside, California 92505
951.299.4160 www.tk1sc.com

Bill Voller
tk1sc #2013-0451



DESCRIPTION:
BUILDING 2 MPR GYM - POWER PLAN

DRAWING
REFERENCE:
E2-2.1

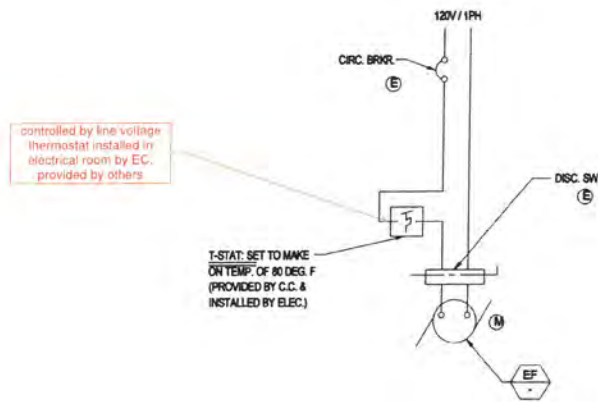
BULLETIN #:
47

PROJECT NAME
LEMONWOOD K-8 RECONSTRUCTION

ISSUE
REFERENCE:
SKE-1

DATE
11-14-2017
SCALE
1/8"=1'-0"
DRAWN BY
tk1sc

PROJECT NUMBER:
1340121



C.C. - CONTROL CONTRACTOR

ELECTRICAL ROOM EXHAUST FAN CONTROL

SCALE	7
NONE	



SHELDON MECHANICAL CORPORATION

January 25, 2018

Swinerton
865 S. Figueroa Suite 3000
Los Angeles, Ca. 90017

Attn: Mr. Bill Gray

Subject: Lemonwood K-8 School
SMC COR #22 Bulletin #47 R1

Dear Bill,

Attached is our itemized cost to furnish and install the exhaust fan, roof curb, gooseneck fitting and ductwork for Bulletin #47.

This Work Excludes Installing or Wiring the Line Voltage Thermostat, Cutting, Patching and Sawcutting.

Cost for SMC COR #22 is \$5,420.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #22

Sheldon Mechanical Corporation
26015 avenue hall
Santa Clarita, CA 91355

DATE	PAGE
01/21/18	1
TIME	
12:57 PM	

Phone: 661-286-1361

FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
1 MATERIAL:					
2 DFI					910.00
3 1 Thermostat					75.00
4 SUBTOTAL					985.00
5					
6 MAJOR QUOTATIONS:					
7 EQUIPMENT:					
8					
9 NSW					845.00
10 1 Exhaust Fan					
11 1 Roof Curb					
12 1 Backdraft Damper					
13 SUBTOTAL					845.00
14					
15 SALES TAX:					
16 Material Total	Line 4	985.00	%	9.50	93.58
17 Major Quotations	Line 13	845.00	%	7.75	65.49
18 SUBTOTAL					159.07
19					
20 DIRECT FIELD LABOR:					
21 Install Exhaust Fan					
22 Foreman	Calc	2.00	*	116.10	232.20
23 Journeyman	Calc	2.00	*	96.85	193.70
24					
25 Install Roof Curb					
26 Foreman	Calc	1.00	*	116.10	116.10
27 Journeyman	Calc	1.00	*	96.85	96.85
28					
29 Install Gooseneck					
30 Foreman	Calc	1.00	*	116.10	116.10
31 Journeyman	Calc	1.00	*	96.85	96.85
32					
33 Install Ductwork					
34 Foreman	Calc	4.00	*	116.10	464.40
35 Journeyman	Calc	4.00	*	96.85	387.40
36 SUBTOTAL					1,703.60
37					
38 SPECIALIZED LABOR:					
39 CTS	Calc	1.00	*	116.10	116.10
40 Commissioning	Calc	1.00	*	116.10	116.10
41 SUBTOTAL					232.20
42					
43 DIRECT JOB EXPENSES					
44 Supervision Hours	Calc	1.00	*	116.10	116.10
45 As-Built Drawings	Calc	2.00	*	106.10	212.20
46 Detailing	Calc	1.00	*	116.10	116.10
47 Cleanup	Calc	1.00	*	96.85	96.85
48 Freight	Calc	2.00	*	75.00	150.00
49 Material Handling	Calc	1.00	*	96.85	96.85
50 SUBTOTAL					788.10
51					
52 JOB SUBTOTAL					4,712.97
53					
54 OVERHEAD MARKUP					

Data	Sheldon 3/19/04
Job	Lemonwood K-8 School
Bid	SMC COR #22

Sheldon Mechanical Corporation
 26015 avenue hall
 Santa Clara, CA 91355

DATE	PAGE
01/21/18	2
TIME	
12:57 PM	

Phone: 661-286-1361 FAX: 661-287-9081

Description	Ref	Ref Amount	Op	Rate	Amount
55 Flat Rate Markup	Line 52	4,712.97	%	15.00	706.95
56 Material	Line 4	985.00	%		
57 Major Quotations	Line 13	845.00	%		
58 Sales Tax	Line 18	159.07	%		
59 Direct Field Labor	Line 36	1,703.60	%		
60 Direct Shop Labor	Line 39	116.10	%		
61 Specialized Labor	Line 39	116.10	%		
62 Indirect Labor	Line 39	116.10	%		
63 Non-Productive Lbr.	Line 39	116.10	%		
64 Direct Job Expenses	Line 50	788.10	%		
65 Sub Contracts	Line 51	0.00	%		
66 JOB TOTAL					5,419.92



P.O. Box 803338, Santa Clarita, CA 91380

Tel: 661-705-8780 Fax: 661-705-8790

January 11, 2018

Lemonwood K-8 School

Mr. Dillon Boute'
 Sheldon Mechanical Corp
 26015 Avenue Hall
 Santa Clarita, CA 91355
 661-286-1361

DESCRIPTION

AMOUNT

Please reference your sheets tagged: Bulletin #47

\$ 910.00

All material constructed per your details and specifications

Ductwork per Bulletin #47

Gooseneck with Birdscreen

Hanger Material for Exhaust Fan

SUBTOTAL	\$	910.00
TAX RATE		9.50%
SALES TAX		86.45
OTHER		-
TOTAL	\$	996.45

Make all checks payable to Duct Fabricators Incorporated.
THANK YOU FOR YOUR BUSINESS!

Quotation for Project: Lemonwood K-8 OSD

CUSTOMER: SHELDON MECHANICAL
26015 AVENUE HALL
SANTA CLARITA, CA 91355
United States
Phone #: (661)286-1361
Fax #: (661)287-9083

Sales Office: NORMAN S WRIGHT CLIMATEC MECH EQUIP
13031 BRADLEY AVE
SYLMAR, CA 91342
US
Phone #: (818)367-6100
Fax #: (818)367-1221
Priced By: Mike Kline
Email: mkline@nswcla.com

Design Criteria

Elevation: (ft) 95
Power: 60 Cycle

Destination Country: United States
***Name and Location of end user is required for all Export orders.*

TERMS

Program Type: Standard
Order Terms: Standard Terms
Freight Terms: Prepaid

MISCELLANEOUS CHARGES (USD):

Minimum Billing Charge:	0.00
Minimum Finish Charge:	0.00
Banking Fee per Draw:	0.00
Export Packing Fee:	0.00
Interest Charges: None	0.00
Freight Quote Amount:	0.00

Total Billing Price (USD):	845.00
-----------------------------------	---------------

Standard Terms and Conditions of Sales Apply.
Sales Tax is the responsibility of the buyer, unless tax exempt certificate is provided.
Payment Terms are Net - 30 Days, subject to credit approval.

PRICES AS QUOTED VALID FOR 90 DAYS

Lemonwood K-8 OSD

Mark: EF 8-2

Model: SP-A710-VG

Product Family: Fan

Qty	FRPM	Volume	Total External SP
1	1076	650 CFM	0,25 in. wg

SELECTION

MOTOR SPECS

Air Stream Temp.:	70 F	Include Motor & Drive:	Yes
Elevation:	95 ft	Input Watts	285.0
Motor Design:	NEMA	Motor Enclosure:	ODP
		Cycle	60
		Phase	1
		Voltage	115
		RPM	1080
		Efficiency Rating	High
		Thermal Overload	N/A

Selected Options & Accessories

Motor - Vari-Green EC motor w/Mounted Potentiometer Dial
Motor rated for continuous use
UL/cUL 507 Listed - Electric Fan
Roof Cap with Curb Cap. (PN: GRS-10-QD) Shipped Loose
Roof Curb-Galv., GPI-19-G12, Under Sized 1.5 in. Total
Aluminum Grille with White Enamel Finish
Polypropylene Wheel Material

GREENHECK FAN CORPORATION - TERMS & CONDITIONS

1. **SELLER'S TERMS TO GOVERN:** Only the terms and conditions stated herein shall be binding upon GREENHECK FAN CORPORATION (hereinafter "SELLER"). No modification, amendment or change, whether in Buyer's purchase order, shipping release or otherwise shall obligate SELLER unless authorized in writing by SELLER's consignor office. The Buyer shall be conclusively presumed to have accepted the terms and conditions set forth herein, thereby creating a contract limited to these terms, if Buyer does not object in writing to these terms within five (5) business days after their receipt.
2. **PRICES:** Unless otherwise specifically provided in SELLER's quotation or acknowledgement, prices are valid for goods required for delivery within 90 days following acceptance. Thereafter, prices are subject to change due to inflation, transportation or surcharge on material. Prices include transportation charges predicated on a single shipment and any partial shipments may result in additional cost to the Buyer.
3. **TAXES & CUSTOMS:** To the prices quoted add any manufacturer's gross receipts, sales, or use tax, customs, either international, federal, state, or local, payable on the transaction any applicable statute.
4. **PAYMENT:** Payment terms for goods shipped hereunder will be net 30 days. Should the Buyer default in the timely payment to SELLER of sums due on an order, SELLER is entitled to any remedies provided in this contract or by law. If Buyer fails to pay any amounts when due, Buyer shall pay SELLER interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, the maximum allowable legal interest rate), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by SELLER.
5. **PERFORMANCE:** SELLER shall be obligated to furnish only the goods described in its quotation or acknowledgement, and agreed to in writing. The duty to perform under any order on the part of SELLER and the price thereof is subject to the approval of its Credit Department, and is contingent upon strikes, accidents, floods, act(s) of terrorism, fires, fuel shortages, the inability to procure materials from the usual sources of supply, the requirements of the US Government (through the use of priorities or preference or any other manner) that SELLER divert either the material or the finished product to the direct or indirect benefit of the Government, or upon any like or unlike cause beyond the reasonable control of SELLER. Upon disapproval of the Credit Department or upon the occurrence of any such event, SELLER may delay performance or, at its option, renegotiate prices and terms and conditions of sale with Buyer. If SELLER elects to renegotiate and SELLER and the Buyer are unable to agree on revised prices or terms, SELLER may cancel without any liability.
6. **SHIPMENT DATE:** Shipment dates are estimates only. Shipment shall be FOB factory or warehouse at named shipping point with title passing to the Buyer upon delivery to the carrier by SELLER. SELLER specifically rejects any order containing a time is of the essence clause or liquidated damage penalties for late shipments.
7. **LIABILITY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTION, LOST PROFITS OR LOSSES RESULTING FROM THE INSTALLATION, USE, MISUSE, OR INABILITY TO USE THE PRODUCT. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY EVEN IF THE PARTY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SHOULD SELLER NEVERTHELESS BE FOUND LIABLE FOR ANY DAMAGES, THEY SHALL BE LIMITED TO THE PURCHASE PRICE FOR THE PARTICULAR PIECE OR ITEM OF EQUIPMENT.
8. **CHANGES:** With SELLER'S permission, changes may be made to orders prior to the start of fabrication at the current price list. Changes made after fabrication has started will result in an increase in price deemed appropriate by SELLER to recover all associated labor and material costs, including normal overhead and profit.
9. **CANCELLATION:** In the event that all or a portion of an order is cancelled by the Buyer without cause, the Buyer shall be liable to SELLER for cancellation charges including, but not limited to, SELLER's incurred costs and such profits as would have been realized by SELLER from the transaction had the agreement not been canceled by Buyer.
10. **RISK OF LOSS:** Risk of loss, including but not limited to loss of goods from shortages, damages or transit delays, shall pass to the Buyer when the goods have been delivered to any transportation carrier (excluding proprietary transportation facilities of SELLER). Any claims for damage to, or loss or misdelivery or damage of the goods shall be filed with SELLER.
11. **LIMITED WARRANTY AND LIABILITY:** SELLER warrants to Buyer that products manufactured are free from defects in material and workmanship for a period of 12 months from the date of shipment. SELLER's obligations and liabilities under this warranty are limited to furnishing FOB factory or warehouse at SELLER's designated shipping point, freight allowed to Buyer's city, (or point of export for shipments outside the contiguous United States) replacement equipment (or at the option of SELLER parts therefore) (or all Seller's products not conforming to this warranty and which have been returned to the manufacturer. No liability whatever shall attach to SELLER until said products have been paid for and such liability shall be strictly limited to the purchase price of the equipment shown to be defective. SELLER may make further warranty protection available on an optional extra-cost basis and which must be authorized and in writing. **ANY MISUSE, NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS OR MANUALS OF INSTALLATION OR MAINTENANCE REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. SELLER PROVIDES NO INDEPENDENT WARRANTY FOR THIRD PARTY PRODUCTS OR COMPONENTS SOLD TOGETHER OR INCORPORATED WITH SELLER'S PRODUCT(S).** Electrical components are warranted only to the extent warranted by the original manufacturer. To the extent that SELLER is entitled to pass through a warranty of the original equipment manufacturer of the electrical goods sold, SELLER will pass through such warranties to Buyer.
12. **AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of SELLER has the authority to bind SELLER to any affirmation, representation or warranty concerning the goods sold under this contract, and unless an affirmation, representation or warranty made by an authorized agent, employee or representative is specifically included within this bargain it shall not in any way be enforceable by the Buyer.
13. **ASSIGNMENT/DELEGATION:** No right or interest under this contract may be assigned by the Buyer, nor may any obligation or performance under this contract be delegated by the Buyer without SELLER's written permission. Any attempted assignment or delegation shall be void and ineffective for all purposes. SELLER may assign its rights or obligations under this Agreement in the event of a merger or change of control of SELLER.
14. **GOVERNING LAW:** This agreement shall be governed and construed in accordance with the laws State of Wisconsin. Buyer consents to jurisdiction in the Circuit Court of Wausau, WI or the Federal District Court for the Western District of WI in Eau Claire, WI.
15. **INDEMNIFICATION:** SELLER agrees to indemnify, defend and hold harmless Buyer from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by a defect in SELLER'S product. Buyer agrees to indemnify, defend and hold harmless SELLER from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation attorneys' fees, disbursements and courts costs) for injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Buyer, a third party, or Buyer's employees, agents, representatives or contractors. Each party shall provide the other with prompt written notice of any claim covered hereunder, and the indemnifying party shall have the right to assume exclusive control of the defense or settlement of such claim.
16. **RETURNS:** Goods shall not be returned except by written permission of SELLER pursuant SELLER'S returned goods policy.
17. **EXPORT CONTROLS:** Items purchased may be subject to US and other countries export controls and customs regulations and laws. Buyer agrees it shall not export or enter into an agreement for the export any goods from SELLER to any prohibited or embargoed country or to any denied, blocked or restricted person or entity including those so designated by the US Dept. of Commerce or Treasury.
18. **ENTIRETY OF AGREEMENT:** This document, together with any other documents furnished by SELLER shall set forth the entire agreement between the parties. Should any portion here in be deemed to be illegal, invalid or unenforceable the same shall not affect other terms or provisions of this Agreement which shall be deemed modified to the extent necessary to render it enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. No waiver by either party of any rights under this Agreement will be effective unless it is in writing signed by the party against whom it is being enforced.
19. **DESIGN SERVICES AND COMPUTATIONAL FLUID DYNAMICS:** SELLER shall not be liable for any party's reliance on fan locations and performance specified or included in SELLER'S CFD report if product is improperly installed, maintained, or otherwise tampered with or if different product is installed without the SELLER'S prior written approval. The purpose of any smoke test conducted is to visually demonstrate the general flow of the smoke from the supply to exhaust within a system, and is not representative of the exact smoke flow in case of any fire event. General liability for all other design services, including but not limited to product selection, configuration and placement will be the responsibility of the professional engineer for the project.

PRICES AS QUOTED VALID FOR 90 DAYS

SUBMITTAL

Job Title: **Lemonwood K-8 OSD**

Job Site: Sheldon Mechanical Corp
2200 Carnegie Court
Oxnard, CA 93033
United States

Customer PO#: 5046-4274

Architect: SWA Architects

Engineer: Optimum Energy Design (OED)

Contractor: Sheldon Mechanical Corp

Elevation: (ft) 95

Date: 1/11/2018

Submitted By: Jennifer Evans

Agent Order#: 84350

NORMAN S WRIGHT CLIMATEC MECH EQUIP
13031 BRADLEY AVE
SYLMAR, CA 91342
US

Phone: (818)367-6100

Fax: (818)367-1221

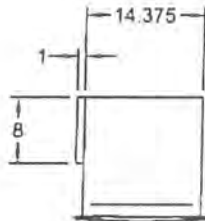
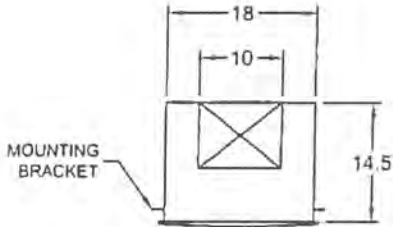
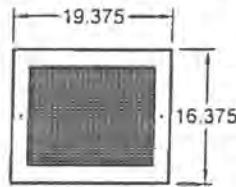
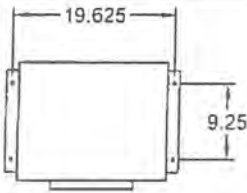
Email Address: mkline@nswcla.com



P.O. Box 410 Schofield, WI 54476 (715) 359-6171 FAX (715) 355-2399 www.greenheck.com

Generated by: mkline@nswcla.com

F:\Caps\Jobs\walker\Lemonwood K-8 OSD.gfcj



Model: SP-A710-VG

Ceiling Exhaust Fan

Standard Construction Features:

- Galvanized steel housing - Sound absorbing insulation - White coated aluminum grille - Outlet duct collar with integral backdraft damper - Forward curved wheel - Plug type disconnect - Adjustable mounting brackets - Square duct connection - Field rotatable discharge

Selected Options & Accessories:

Motor - Vari-Green EC motor w/Mounted Potentiometer Dial
Motor rated for continuous use
UL/cUL 507 Listed - Electric Fan
Roof Cap with Curb Cap, (PN: GRS-10-QD) Shipped Loose
Roof Curb-Ga.v., GPI-19-G12, Under Sized 1.5 in. Total
Aluminum Grille with White Enamel Finish
Polypropylene Wheel Material

Dimensional

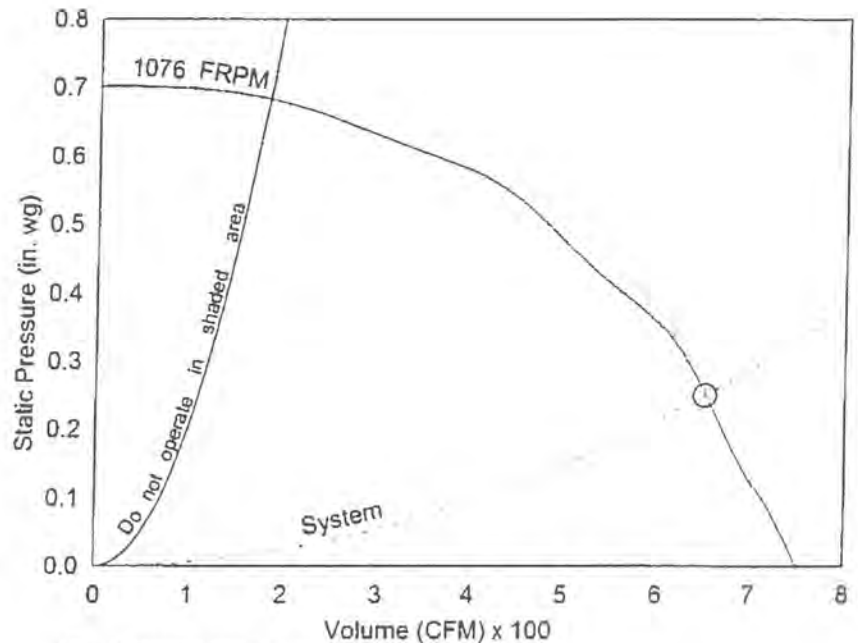
Quantity	1
Weight w/o Acc's (lb)	41
Weight w/ Acc's (lb)	67

Performance

Requested Volume (CFM)	650
Actual Volume (CFM)	650
Total External SP (in. wg)	0.25
Fan RPM	1076
* FLA (A)	3.7
Elevation (ft)	95
Airstream Temp.(F)	70
Air Density (lb/ft ³)	0.075
Sones	5.5

Motor

Motor Mounted	Yes
** Input Watts (W)	285
Voltage/Cycle/Phase	115/60/1
Enclosure	ODP



○ Operating point at Total External SP
— Fan curve
- - - System curve

Notes:

All dimensions shown are in units of in.
*FLA is approximate and will vary slightly with the motor.
Sones - calculated using AMCA 301 at 5 ft
** Wattage is shown at free air
** Wattage is approximate and may vary between motors



Vari-Green Motor & Control Options

An EC motor that uses AC input power and internally converts it to DC power. Potentiometer (dial) mounted on the motor enclosure adjusts the speed (RPM) down 80%. Vari-Green motors feature a soft-start and inherent thermal and current protection built into each unit. Inrush current at start up is eliminated and the motor will automatically reduce speed or turn off if overloaded or it becomes too hot.

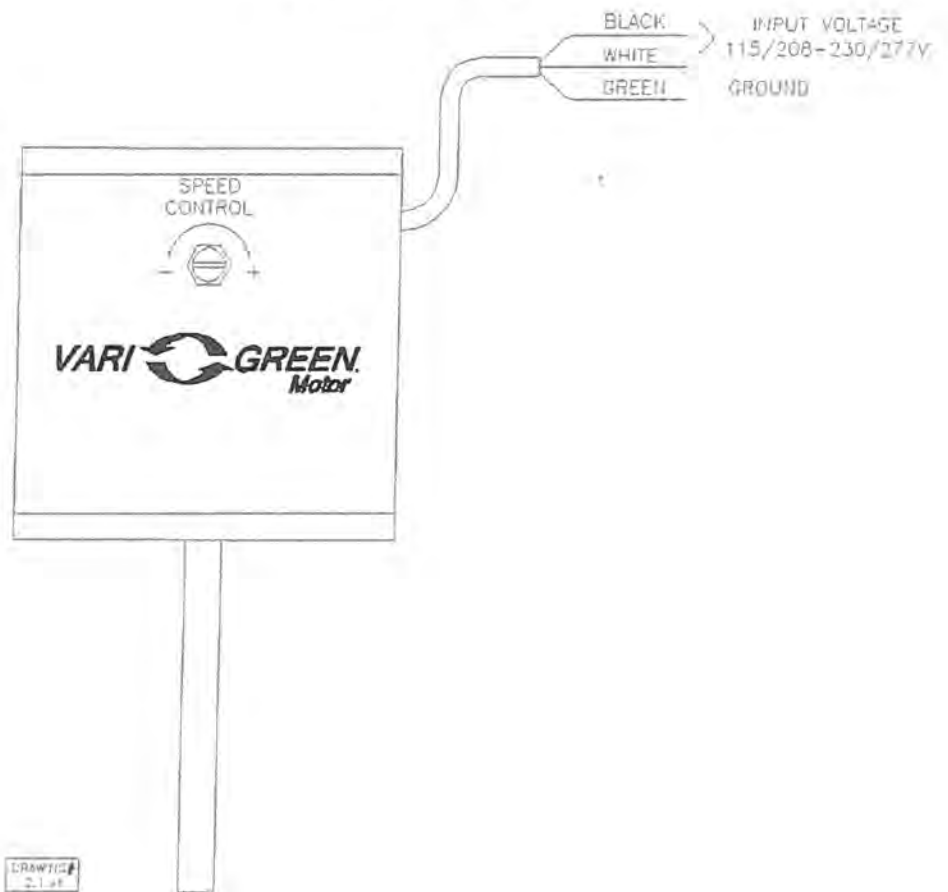
Motor Configuration

Input Voltage: 115
Speed Reference: Dial on Motor
Permanent Dial: Yes

Control Configuration

Control Type: N/A
Transformer: None

Vari-Green



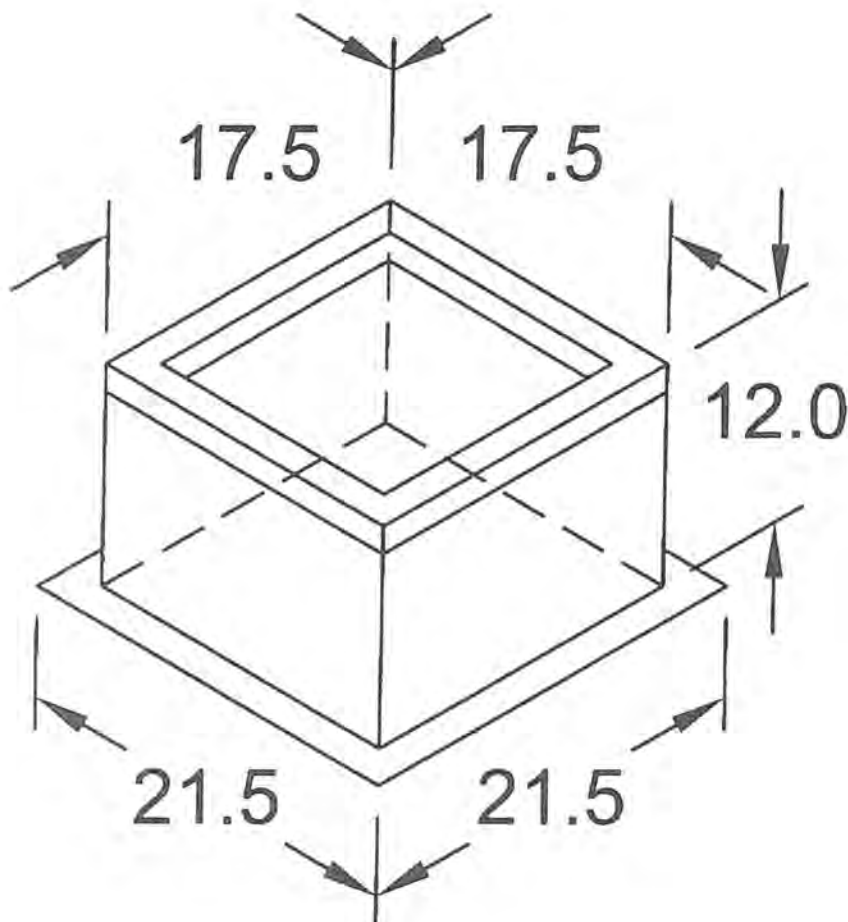
Roof Curb

Model: GPI

Material: Galvanized

Standard Construction Features:

- Roof Curb fits between the building roof and the fan mounted directly to the roof support structure - Constructed of either 18 ga galvanized steel or 0.064 in. aluminum - Straight Sided without a cant - 2 in. mounting flange - 3 lb density insulation - Height - Available from 12 in. to 42 in. as specified in 0.5 in. increments. Notes: - The maximum roof opening dimension should not be greater than the "Actual" top outside dimension minus 2 in.. - The minimum roof opening dimension should be at least 2.5 in. more than the damper dimension or recommended duct size. - The Roof Opening Dimension may NOT be the Structural Opening Dimension, - Damper Tray is optional and must be specified. Tray size is same as damper size. - Security bars are optional and must be specified. Frames and gridwork are all 12 ga steel. Gridwork is welded to the frame and the frame is welded to the curb.



Notes: All dimensions shown are in units of in.

Discharge Accessory

Type: GRS - Curb Cap

Standard Construction Features:

- Aluminum Construction - Galvanized Steel Internal Supports - Integral Birdscreen - Built-in Flashing Flange - Requires Roof Curb

Notes: All dimensions shown are in units of in

AMCA



AMCA Licensed for Sound and Air Performance. Power Rating (Watt) includes transmission losses.

Greenheck Fan Corporation certifies that the model shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program. Performance certified is for installation type B: Free inlet, Ducted outlet. Performance ratings include the effects of an inlet grille and backdraft damper. Speed (RPM) shown is nominal. Performance is based on actual speed of test. The watt ratings shown are at free air. The sound ratings shown are for loudness values in spherical sones at 5 ft. (1.5m) in a spherical free field calculated per Annex B of AMCA 311. Values shown are for installation type B: ducted outlet spherical sone levels. The AMCA Certified Ratings Seal applies to sone ratings only.



January 11, 2018

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0296 Additional CMB material in the fire lane area due to revised precision grading plan

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Due to discrepancies in the site drainage plan elevations and the horizontal control drawings the CMB section had to be increased to provide adequate drainage to the site drainage system. An additional 450 tons/ 271 cubic yards of CMB was required to be placed, graded and compacted

Phase	Category	Description	Subcontractor	Quote
321313	71140	Additional CMB at Fire Lane between Classroom and MPR buildings	SANTA CLARITA CONCRETE	32,516.46
			Subtotal	32,516.46
007480	71160	Subguard	1.15%	373.94
007410	71160	Builders Risk	0.6%	197.34
007420	71160	General Insurance	1.15%	378.24
007510	71160	P&P Bond	1%	325.17
991000	79999	Change Order Fee	5%	1,673.30
			Markup Subtotal	2,947.99
			PCI Total	35,464.45

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **35,464.45.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project cost and completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

 X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to be "W. J. Swinerton", is written over the printed name.

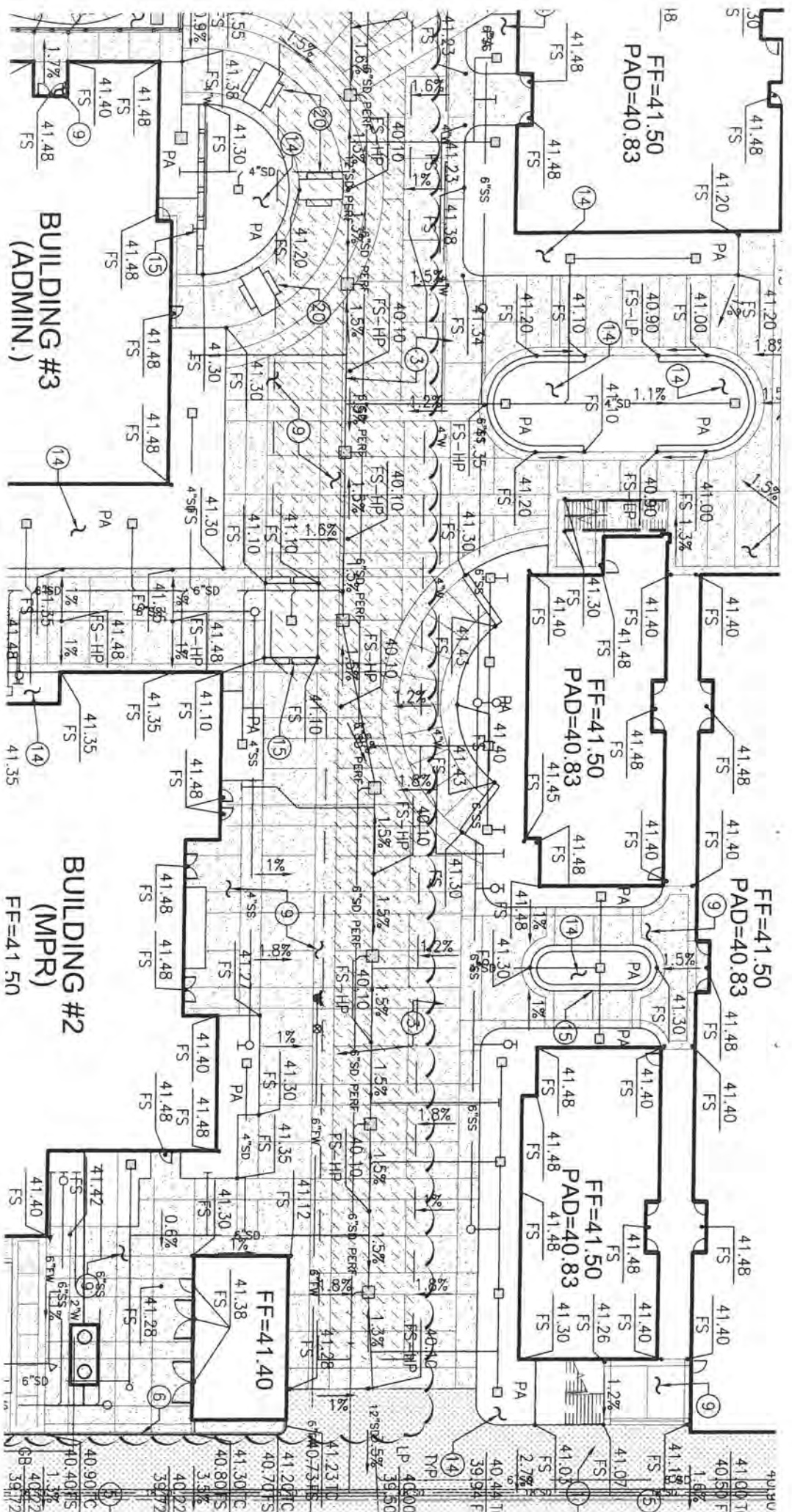
Date: _____

1/11/2013

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



**BUILDING #3
(ADMIN.)**

**BUILDING #2
(MPR)**

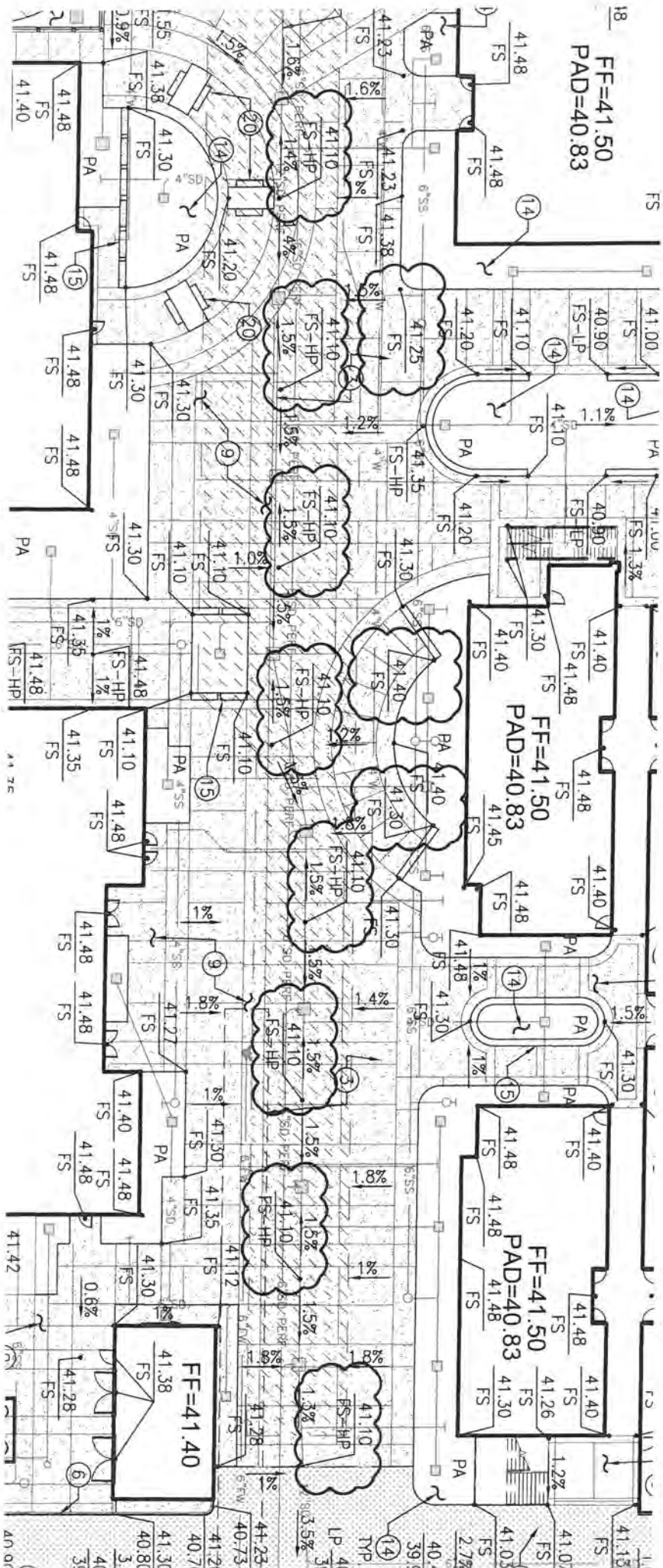
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PAD=40.83**

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PAD=40.83**

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PAD=40.83**

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PAD=40.83**



18
 FF=41.50
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 PAD=40.83

FF=41.40

41.18
 FS
 41.07
 FS
 41.03
 FS
 2.7%
 FS
 40.4
 LP
 39.5
 TPI
 41.23
 40.73
 41.21
 40.71
 41.30
 40.80
 40.80
 40.90

Bill Gray

From: Christopher Barbato
Sent: Thursday, January 11, 2018 7:58 AM
To: Bill Gray
Subject: FW: Lemonwood paving at infiltration pit

fyi

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Wednesday, August 30, 2017 4:17 PM
To: Bill Gray <BGray@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>
Subject: RE: Lemonwood paving at infiltration pit

Ok thanks. Just a heads up, if we choose the CMB/CAB option, we will need to get the Geo Tech to review it.

Thanks,

Tom Bardwell
Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



Please consider the environment before printing this email and/or any attachments

From: Bill Gray [mailto:BGray@swinerton.com]
Sent: August 30, 2017 4:09 PM
To: Tom Bardwell <tbardwell@sva-architects.com>; Christopher Barbato <CBarbato@swinerton.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>
Subject: RE: Lemonwood paving at infiltration pit

We'll check. It might be that the CMB or CAB will be the most reasonable

Thank you

Bill Gray, LEED AP

Project Manager | Swinerton Builders OCLA

T 905.832.4993 | C 949.355.6822

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]

Sent: Wednesday, August 30, 2017 3:50 PM

To: Bill Gray <BGray@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>

Cc: Nalani Scanlon <NScanlon@swinerton.com>

Subject: RE: Lemonwood paving at infiltration pit

Bill,

Per my engineer, we can use 1/2" Open Graded Gravel as a substitute for the Pea Gravel. Will this be less expensive?

Tom Bardwell

Project Lead

SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com



Please consider the environment before printing this email and/or any attachments.

From: Bill Gray [mailto:BGray@swinerton.com]

Sent: August 30, 2017 2:37 PM

To: Tom Bardwell <tbardwell@sva-architects.com>; Christopher Barbato <CBarbato@swinerton.com>

Cc: Nalani Scanlon <NScanlon@swinerton.com>

Subject: RE: Lemonwood paving at infiltration pit

Tom,

Please ask if we may use the least expensive rock available to keep the costs to a minimum

Thank you

Bill Gray, LEED AP
Project Manager | Swinerton Builders OCLA
T 805.832.4973 | C 949.355.6822

From: Tom Bardwell [mailto:tbardwell@sva-architects.com]
Sent: Wednesday, August 30, 2017 2:20 PM
To: Christopher Barbato <CBarbato@swinerton.com>
Cc: Bill Gray <BGray@swinerton.com>; Nalani Scanlon <NScanlon@swinerton.com>
Subject: Lemonwood paving at infiltration pit

Chris,

Per the conversation with my Civil engineer today, he stated that the 4" concrete over 3" CMB is accurate. He stated to add 5" of pea gravel to the detail on C-8, total of 12" thickness. I will forward you the detail once I receive it.
Hope this clarifies your question.

Thanks,

Tom Bardwell
Project Lead

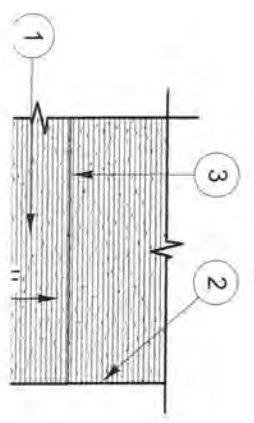
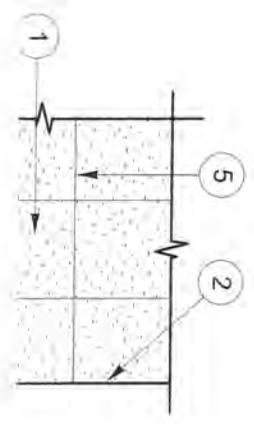
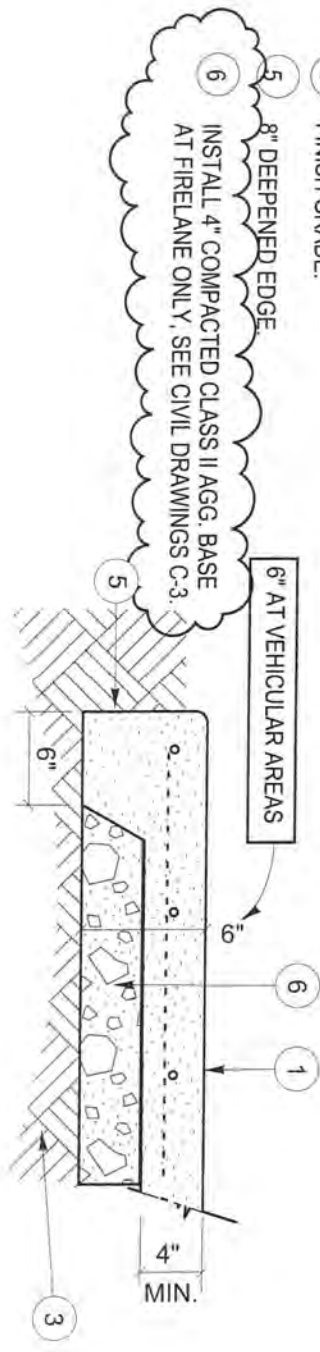
SVA Architects, Inc. | Santa Ana + Oakland + San Diego + Honolulu
3 MacArthur Place, Suite 850, Santa Ana, California 92707 | T 949.809.3380
www.sva-architects.com

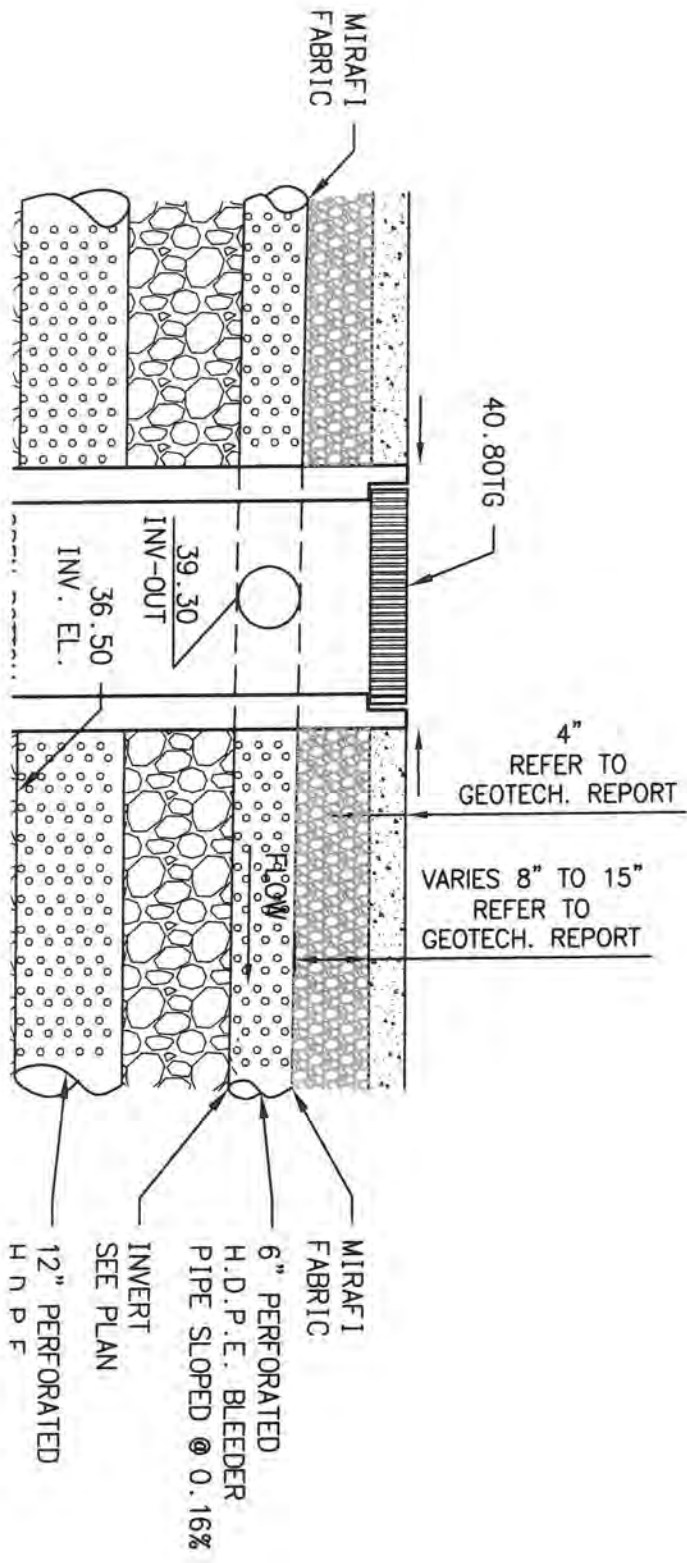


Please consider the environment before printing this email and/or any attachments

LEGEND:

- 1 CONCRETE PAVING W/ #4 REBAR @ 18" O.C. EACH WAY, FINISH AND SCORING PER CONSTRUCTION PLAN.
- 2 1/2" RADIUS AT ALL EXPOSED EDGES.
- 3 COMPACTED SUBGRADE PER SOIL ENGINEER'S REPORT.
- 4 FINISH GRADE.
- 5 8" DEEPENED EDGE
- 6 INSTALL 4" COMPACTED CLASS II AGG. BASE AT FIRELANE ONLY, SEE CIVIL DRAWINGS C-3.







16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-007
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	12/7/17
REFERENCE	Base at Fire Lane

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of providing and installing additional base at the fire lane.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10034	Place base at fire lane	Site	10/9/17	Carpenter	Foreman	R	6	Hr	\$93.10	\$558.62
AWA-10034	Place base at fire lane	Site	10/9/17	Carpenter	Journeyman	R	36	Hr	\$84.96	\$3,058.71
AWA-10034	Place base at fire lane	Site	10/9/17	Laborer	Journeyman	R	8	Hr	\$75.30	\$602.42
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Drum Roller	R	1	Day	\$225.00	\$225.00
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Fuel	R	1	Day	\$22.50	\$22.50
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Skidsteer	R	1	Day	\$335.00	\$335.00
AWA-10034	Place base at fire lane	Site	10/9/17	Equipment	Fuel	R	1	Day	\$33.50	\$33.50
AWA-10034	Place base at fire lane	Site	10/9/17	Material	Base	R	100	Ton	\$20.59	\$2,058.82
AWA-10032	Place base at fire lane	Site	10/5/17	Carpenter	Foreman	R	12	Hr	\$93.10	\$1,117.24
AWA-10032	Place base at fire lane	Site	10/5/17	Carpenter	Journeyman	R	24	Hr	\$84.96	\$2,039.14
AWA-10032	Place base at fire lane	Site	10/5/17	Laborer	Journeyman	R	8	Hr	\$75.30	\$602.42
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Drum Roller	R	1	Day	\$225.00	\$225.00
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Fuel	R	1	Day	\$22.50	\$22.50
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Skidsteer	R	1	Day	\$335.00	\$335.00
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Fuel	R	1	Day	\$33.50	\$33.50
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Skidsteer	R	2	Day	\$335.00	\$670.00
AWA-10032	Place base at fire lane	Site	10/5/17	Equipment	Fuel	R	2	Day	\$33.50	\$67.00
AWA-10032	Place base at fire lane	Site	10/5/17	Material	Base	R	50	Ton	\$20.59	\$1,029.41
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Carpenter	Foreman	R	14	Hr	\$93.10	\$1,303.44
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Carpenter	Journeyman	R	32	Hr	\$84.96	\$2,718.86
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Laborer	Journeyman	R	8	Hr	\$75.30	\$602.42
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Equipment	Skidsteer	R	2	Day	\$335.00	\$670.00
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Equipment	Fuel	R	2	Day	\$33.50	\$67.00
AWA-10031	Place/Compact base fire lane	Site	10/2/17	Material	Base	R	250	Ton	\$20.59	\$5,147.06
AWA-10102	Place base at fire lane	Site	11/20/17	Carpenter	Foreman	R	4	Hr	\$93.10	\$372.41
AWA-10102	Place base at fire lane	Site	11/20/17	Carpenter	Journeyman	R	4	Hr	\$84.96	\$339.86
AWA-10102	Place base at fire lane	Site	11/20/17	Equipment	Skiploader	R	1	Day	\$200.00	\$200.00
AWA-10102	Place base at fire lane	Site	11/20/17	Equipment	Fuel	R	1	Day	\$20.00	\$20.00
AWA-10100	Place base at fire lane	Site	11/13/17	Carpenter	Journeyman	R	30	Hr	\$84.96	\$2,548.93
AWA-10100	Place base at fire lane	Site	11/13/17	Equipment	Skiploader	R	1	Day	\$200.00	\$200.00
AWA-10100	Place base at fire lane	Site	11/13/17	Equipment	Fuel	R	1	Day	\$20.00	\$20.00
AWA-10100	Place base at fire lane	Site	11/13/17	Material	Base	R	50	Ton	\$20.59	\$1,029.41

EXCLUSIONS/QUALIFICATIONS

Price assumes work to be done concurrently with other work.
 Separate mobilization will require additional costs.
 Bond is not included in this COR.
 All work done as directed by Swinerton Builders

EXTENSION OF CONTRACT DURATION: --

1 Day

SUB-TOTAL	\$28,275.19
P&O	\$4,241.28
TOTAL FOR THIS COR	\$32,516.46



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10034

ADDITIONAL WORK AUTHORIZATION

DATE: 10-9-17

through 10-11-17

CUSTOMERS

NAME Swinton Builders

JOB NAME Longwood K-8

STREET 17731 Mitchel North Suite 200

STREET 7200 Carnegie Ct

CITY Irvine STATE CA 92614-6028

CITY Oxnard CA 93033

JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Extra to Contract placement of Base
Fire lane on top of Gravel Total man
Count 4 - 1 foreman - 1 laborer - 2 Carpenters
Total man hours (50) foreman 6 hours
Laborer 8 hours carpenters 36 hours
1 Roller compactor
1 skid steer
100 Tons of Base

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature]
(Customer signs here)

DATE: 10/18/17

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10032

2 DAYS

DATE: 10-5-17

through 10-6-17

ADDITIONAL WORK AUTHORIZATION

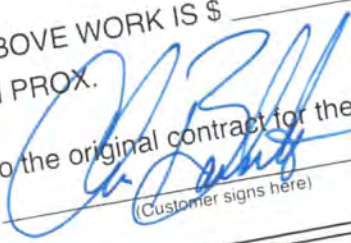
ERS
winerton Builders
17731 M. Tchell North Suite 200
Irvine STATE CA. 92717-6028

JOB NAME Lemargood K.8
STREET 2200 Carnegie Court
CITY Oxnard. CA. 93033
JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

- extra to contract placement of Base Fire lane
- total man count (4). 1. foreman - 1. laborer - 2. carpenters
- total man hours 44. foreman 12 hours. Carpenters 24 hours
- base 8 hours
- Roller Compactor 8 hours
- Jampra Jack 8 hours
- 50 Tons of Base
- 1. skid steer 16 hours

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____
TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:
AUTHORIZING SIGNATURE  DATE: 10/9/17

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.
AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10031

ADDITIONAL WORK AUTHORIZATION DATE: 10-2-17
through 10-4-17

CUSTOMERS
NAME Swinerton Builders JOB NAME lemonwood. K. 8
STREET 17731 Mitchell North Suite 200 STREET 2200 Carnegie Court
CITY Irvine STATE CA 92714-6028 CITY Oxnard. CA. 93037
JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Extra to contract Placement of Base Fire lane
on compact Base to 95%
total man count 7.4 - 1 foreman 1. laborer
2. Carpenters
Total man hours 54 - 3 Days
Foreman 14 hours
Carpenters 32 - laborer 8
skid steer 16 hours
250. tons of Base

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____
TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:
AUTHORIZING SIGNATURE [Signature] DATE: 10/4/17
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.
AUTHORIZING SIGNATURE [Signature] DATE: _____
(Contractor signs here)



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10102

ADDITIONAL WORK AUTHORIZATION

DATE: 11-20-17

CUSTOMERS

NAME Swinerton Builders

JOB NAME Lemonwood K-S

STREET 17731 Mitchell Northst. suite 200

STREET 2200 Carnegie st

CITY Irvine STATE CA 92617
6028

CITY Oxnard CA 93033

JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Extra to contract placement of Base on
fire line 4" extra of Base from 7 line to 4 line
Total man count 2 - 1 foreman 1 carpenter
Total man hours 8 - 4 hours each
1 Tractor

JB

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:
AUTHORIZING SIGNATURE [Signature] DATE: 11/30/17
(Customer signs here)

We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10100

ADDITIONAL WORK AUTHORIZATION

DATE: 11-13-17

Through 11-17-17

CUSTOMERS

NAME Swinerton Builders

JOB NAME Leonard Wood K-8

STREET 1773 Mitchell North St. Suite 200

STREET 2200 Carnegie Ct

CITY Irvine

STATE CA 92614-6028

CITY Oxnard CA 93033

JOB # _____ TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

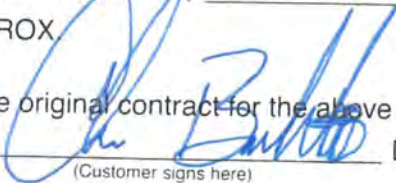
Extra to Contract Placement of Base
on fireline. 4" Extra of Base from 11-line to
7-line Total man count 2 Carpenters
Total man hours 30 - 15 hours Each
50 tons of Base
1 skip loader, or tractor

Verify Time only

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE 

DATE: 11/22/17

(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____

DATE: _____

(Contractor signs here)



SWINERTON

January 13, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0298 CCD #001 Relocate roof access hatch

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

During kitchen modifications detailed in CCD #001, the roof hatch location had to be moved due to new freezer location. This has required additional structural steel framing not captured in our original PCI 008

Phase	Category	Description	Subcontractor	Quote
051200	71140	Relocate roof hatch in MPR Building	BECK STEEL, INC.	3,826.00
			Subtotal	3,826.00
007480	71160	Subguard	1.15%	44.00
007410	71160	Builders Risk	0.6%	23.22
007420	71160	General Insurance	1.15%	44.51
007510	71160	P&P Bond	1%	38.26
991000	79999	Change Order Fee	5%	196.89
			Markup Subtotal	346.88
			PCI Total	4,172.88

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,172.88.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/13/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



June 28, 2017

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624

BCP# 13

Nalani,

Please find below our estimated cost associated with scope changes as a result of CCD #1, roof access ladder moved rooms. Add (2) angles 4 x 4 x 3/18 x 10-0 to support roof access frame.

The scope of the change is as follows:

Detailing		\$0
Engineering		\$0
Material (196 lbs)		\$452
Joists		\$0
Deck		\$0
Other Buyouts		\$0
Fab Farmout		\$0
Freight		\$120
Tax on Material		\$10
	Subtotal:	\$583
	15% Markup:	\$87
Total Field Cost per Attached:		\$2,979
	5% OH&P	\$149
	Subtotal:	\$3,798
Bond Cost:		\$28
Total Change Order Request:		\$3,826

Requested Change in Subcontract Time due to this change (Calendar Days) 0

The requested extension to the Subcontract Schedule reflects ___ additional days for fabrication and ___ for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Colin Peckham/ cf
Project Manager
Beck Steel, Inc.
(909) 376-9119



PRO STEEL ERECTORS, INC.

180 South First Street Ste 13

Dixon, Ca. 95620

(714) 465-5354

(830) 463-6013 fax

June 27, 2017

Shift 1 Rate

Beck Steel, Inc
401 N. Loop 289
Lubbock, TX 79403

ATTN: Randy Young

RE: 1624 Lemonwood Elementary School

COR # 24

Ref No.

CCD 1

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

1. Add new angle to support roof ladder frame, due to moving locations
2. Field fabricate and install new angle supports

Ironworker Foreman Shift 1	8 mh @	\$ 89.17 /mh	\$ 713.36
Journeyman Ironworker Shift 1	16 mh @	\$ 84.98 /mh	\$ 1,359.68
	24 Hrs		\$ 2,073.04
	Qty	Unit	
Subsistence	3	1.00 each	\$ 20.00 /ea/day \$ 60.00
Steel Trade Consumables			\$ 3.87 /hr \$ 92.88
Small Tools			\$ 3.04 /hr \$ 72.96
Safety Equipment			\$ 2.15 /hr \$ 51.60
Field Truck			\$ 30.00 /hr \$ 240.00
		Sub Total	\$ 2,590.48
		Markup 15%	\$ 388.57
		Total	\$ 2,979.05

Days added to the schedule 1 work days

REMOBILIZATION LOST PRODUCTIVITY: 0 work days

Exclusions and conditions are similar to those for existing contract work.

Please call if you have any questions or concerns.

Sincerely,
PRO STEEL ERECTORS, INC.

Dan Moore



SWINERTON

January 13, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0299 Additional cost to chlorinate MPR Building

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Due to delays in the timely completion of the MPR Building caused by CCD 026, the plumbing contractor is now forced to remobilize their crew as well as the chlorinator to complete this work. This work should have been completed concurrently with the Classroom Building

Phase	Category	Description	Subcontractor	Quote
220010	71140	Additional cost to chlorinate MPR Building	CITY COMMERCIAL PLUMBING, INC.	4,186.00
			Subtotal	4,186.00
007480	71160	Subguard	1.15%	48.14
007410	71160	Builders Risk	0.6%	25.41
007420	71160	General Insurance	1.15%	48.69
007510	71160	P&P Bond	1%	41.86
991000	79999	Change Order Fee	5%	215.41
			Markup Subtotal	379.51
			PCI Total	4,565.51

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,565.51**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: _____

1/13/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, CA 91406 • (818) 785-1145 • Fax: (818) 785-0588

EM Spm

EXTRA WORK ORDER SUBMITTAL

December 28, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#41

DESCRIPTION: Remobilization of manpower to complete kitchen area which was not available for CCP to finish at the time of completing the rest of the building, due to no fault of our own. After we are able to complete the kitchen finish installation, we will have to call the Chlorinator back to test the MPR Building.

TOTAL COST: \$4,186.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This work has now been completed as requested. Please approve immediately for billing purposes. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder

Cindy Snyder, Project Manager

Enclosures

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 41

RE: REMOBILAZITION FOR INSTALATION AND CHLORINATION FOR MPR KITCHEN

LABOR:	WAGES	HOURS	TOTAL
FOREMAN	100.25	16.00	1,604.00
APPRENTICE	64.36	16.00	1,029.76
TOTAL LABOR:			2,633.76
OTHER EXPENSE:			
CHLORINATOR	1 EXTRA MOVE IN		1,000.00
TOTAL OTHER EXP.:			1,000.00
OTHER EXPENSE:			1,000.00
MATERIAL TOTAL:			0.00
LABOR TOTAL:			2,633.76
SUBTOTAL:			3,633.76
OVERHEAD/PROFIT:	15.00%		545.06
SUBTOTAL:			4,178.82
TEXTURA FEES:	0.18%		7.52
SUBTOTAL:			4,186.35
			0.00
			4,186.35
ROUND UP/DOWN:			\$4,186.00

NOTES:

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 41

RE: REMOBILAZITION FOR INSTALATION AND CHLORINATION FOR MPR KITCHEN

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
LABOR & MATERIAL TOTAL				0.00		0.00
SALES TAX:					9.00%	0.00
<u>TOTAL MATERIAL COST:</u>						0.00



SWINERTON

January 13, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0300r1 RFI 080-080.2 Added concrete at Stairs # 1 & 2

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add concrete at stair # 001 and under stair #002

Phase	Category	Description	Subcontractor	Quote
321313	71140	RFI 080-80.2 add concrete paving at stairs 1 and 2	SANTA CLARITA CONCRETE	6,251.40
			Subtotal	6,251.40
007480	71160	Subguard	1.15%	71.89
007410	71160	Builders Risk	0.6%	37.94
007420	71160	General Insurance	1.15%	72.72
007510	71160	P&P Bond	1%	62.51
991000	79999	Change Order Fee	5%	321.70
			Markup Subtotal	566.76
			PCI Total	6,818.16

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **6,818.16**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

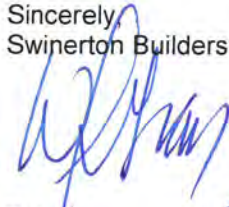


SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders


Date: 4/16/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-008
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Lemonwood
OWNER/REP	Swinerton Construction
ATTN	Bill Gray
DATE	12/7/17
REFERENCE	Bulletin 18/RFI 80 - 80.1

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as requested by SB. Additional work to consist of additional concrete and other work at Stair #2.

REF	DESC	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10103	Additional concrete	Stair #2	11/30/17	Concrete	Unit price	R	180	Sf	\$15.10	\$2,718.00
AWA-10103	Additional concrete	Stair #1	11/30/17	Concrete	Unit price	R	180	Sf	\$15.10	\$2,718.00

EXCLUSIONS/QUALIFICATIONS

Price assumes work to be done concurrently with other work.

Separate mobilization will require additional costs.

Bond is not included in this COR

All work done as directed by Swinerton Builders

EXTENSION OF CONTRACT DURATION-->

1 Day

SUB-TOTAL	\$5,436.00
P&O	\$815.40
TOTAL FOR THIS COR	\$6,251.40



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00080

To:	SVA ARCHITECTS, INC.	RFI Date:	08/26/2016
Attention:	Tom Bardwell	Date Due:	09/02/2016
CC:	Paul Vernier	RFI Type:	Structural
	Peter Sarkis	Priority:	Critical
		Schedule/Activity ID:	
		Document Reference:	S-111A, S-111B
		Spec Section:	
		Status:	Returned

Subject: Bulletin #18 Depressed Slab

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Bulletin #18 calls out for the Mat Slab to be depressed 4" to allow for an architectural topping slab per the Civil drawings. Please confirm that this also applies to the structural slab supporting Stair #1 as it is shown for Stair #2 and #3.

Additionally, Architectural drawings A1-32.5, Detail 2 refers to note 913 "Concrete paving per Civil Drawings". Drawing C-3, Note 1, 'construct 5" of A.C over 8.5" of C.A.B.', for Stair #1. This is not consistent with Stair #2 and #3 per Note 9 on C-3. Please confirm.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

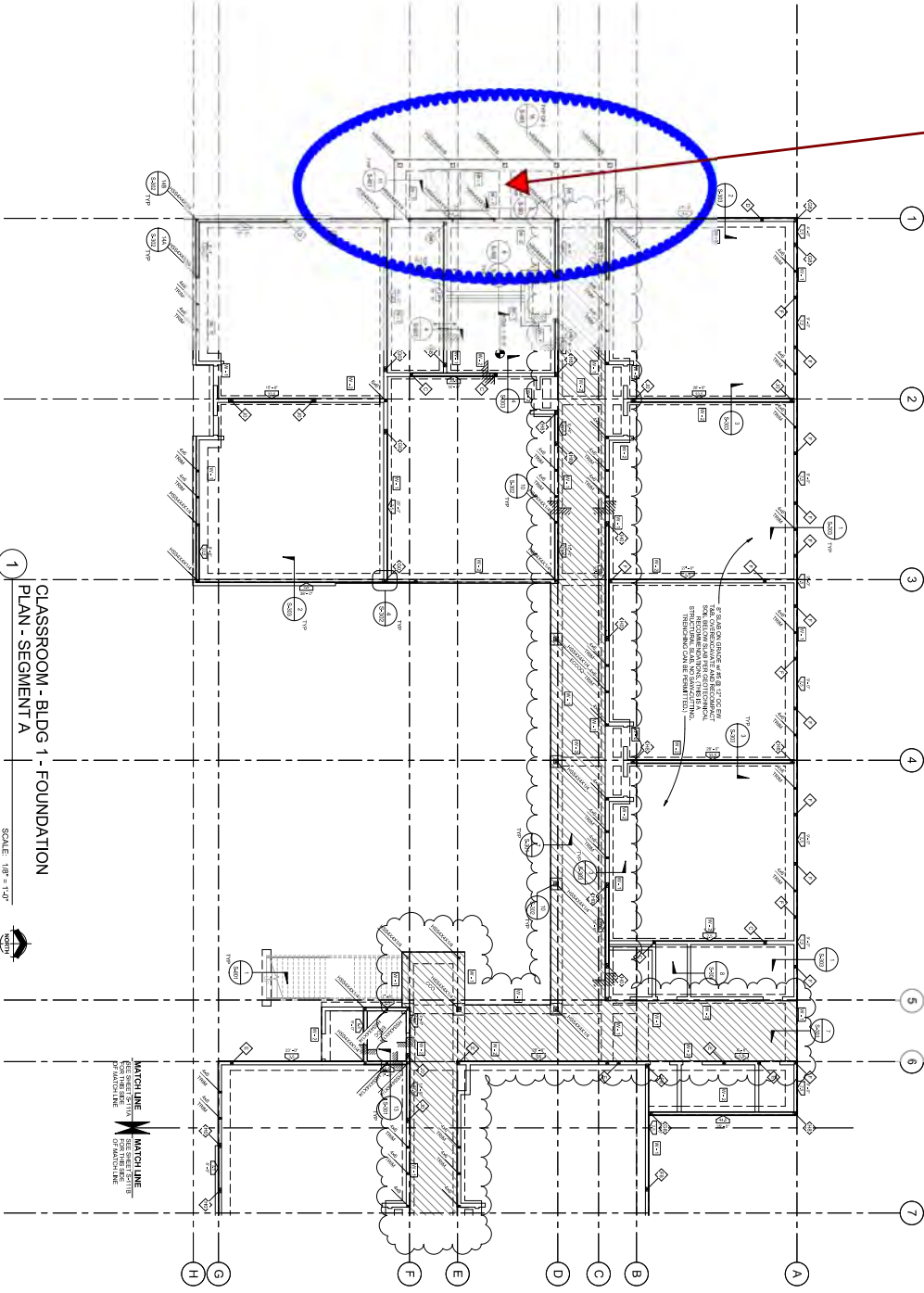
Date of Response: 09/15/2016

Per the teams conversation (SVA, IOR and Swinerton) we are not going to depress the slab at any of the stairs. We are replacing the AC paving with concrete paving at Stair #1 to match the rest of the corridor concrete paving. Concrete broom finish under all stairs to match the corridor concrete broom finish. Slope the concrete at Stair #1 per the civil drawings.

ATTACHMENTS:

RFI

**Verification of Bulletin # 18
Applies to the structural Slab
Depressed 4" at Stair #1 as shown at Stair #2 & #3**



CONTINUOUS GRADE BEAM SCHEDULE			
SYMBOL	WIDTH	DEPTH	NOTES
W-1	24"	24"	SEE SHEET 5A03
W-2	18"	24"	SEE SHEET 5A03

HOLLOW PIPE RIGIDLY BEARERS (FOR TYP.)			
SYMBOL	HEIGHT	SPACING	NOTES
H-1	16"	48"	21R92
H-2	16"	48"	21R92
H-3	16"	48"	21R92
H-4	16"	48"	21R92
H-5	16"	48"	21R92
H-6	16"	48"	21R92
H-7	16"	48"	21R92
H-8	16"	48"	21R92
H-9	16"	48"	21R92
H-10	16"	48"	21R92

- FOUNDATION LEGEND**
1. FILLING
 2. FILLING
 3. FILLING
 4. FILLING
 5. FILLING
 6. FILLING
 7. FILLING
 8. FILLING
 9. FILLING
 10. FILLING
 11. FILLING
 12. FILLING
 13. FILLING
 14. FILLING
 15. FILLING
 16. FILLING
- FOUNDATION SCHEDULE**
1. FOR GENERAL NOTES AND ABBREVIATIONS SEE SCHEDULE
 2. FOR TYPICAL CONNECTION DETAILS SEE SCHEDULE
 3. FOR TYPICAL SERIES DETAILS SEE SCHEDULE
 4. FOR TYPICAL MOOR DETAIL SEE SCHEDULE
 5. FOR TYPICAL MOUNTING DETAIL SEE SCHEDULE
 6. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 7. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 8. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 9. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 10. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 11. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 12. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 13. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 14. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 15. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS
 16. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS

CLASSROOM - BLDG 1 - FOUNDATION
PLAN - SEGMENT A
SCALE: 1/8" = 1'-0"



MATCH LINE
MATCH LINE
MATCH LINE

NOTES:
1. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
3. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
4. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
5. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
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13. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
14. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
15. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.
16. REFER TO ARCHITECTURAL DRAWINGS FOR CHAIRS, BARS, AND REINFORCEMENT DETAILS.

OWNER: OXNARD SCHOOL DISTRICT
PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION
CLIENT ADDRESS: 2200 CARNEGIE COURT
OXNARD, CA 93033

ARCHITECTS: SVA ARCHITECTS

IDENTIFICATION STAMP ARCHITECT OFFICE OF REGULATION SERVICES
AHPD-116026
DATE: _____
REVISIONS:
DESCRIPTION DATE
Bldg #1 06/06/2016
Bldg #2 07/27/2016

SHEET NUMBER: S-1111A
CLASSROOM - BLDG 1 - FOUNDATION PLAN - SEGMENT A

DATE ISSUED: 9/30/15
PROJECT NO: 2011-341
SCALE: As Indicated



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00080.1

To:	SVA ARCHITECTS, INC.	RFI Date:	09/13/2017
Attention:	Tom Bardwell	Date Due:	09/02/2016
CC:	Chris Yafuso	RFI Type:	Structural
	Paul Vernier	Priority:	Critical
	Christopher Barbato	Schedule/Activity ID:	
		Document Reference:	S-111A, S-111B
		Spec Section:	
		Status:	Returned

Subject: Bulletin #18 Depressed Slab

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Please provide a layout for the concrete under Stair #1.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

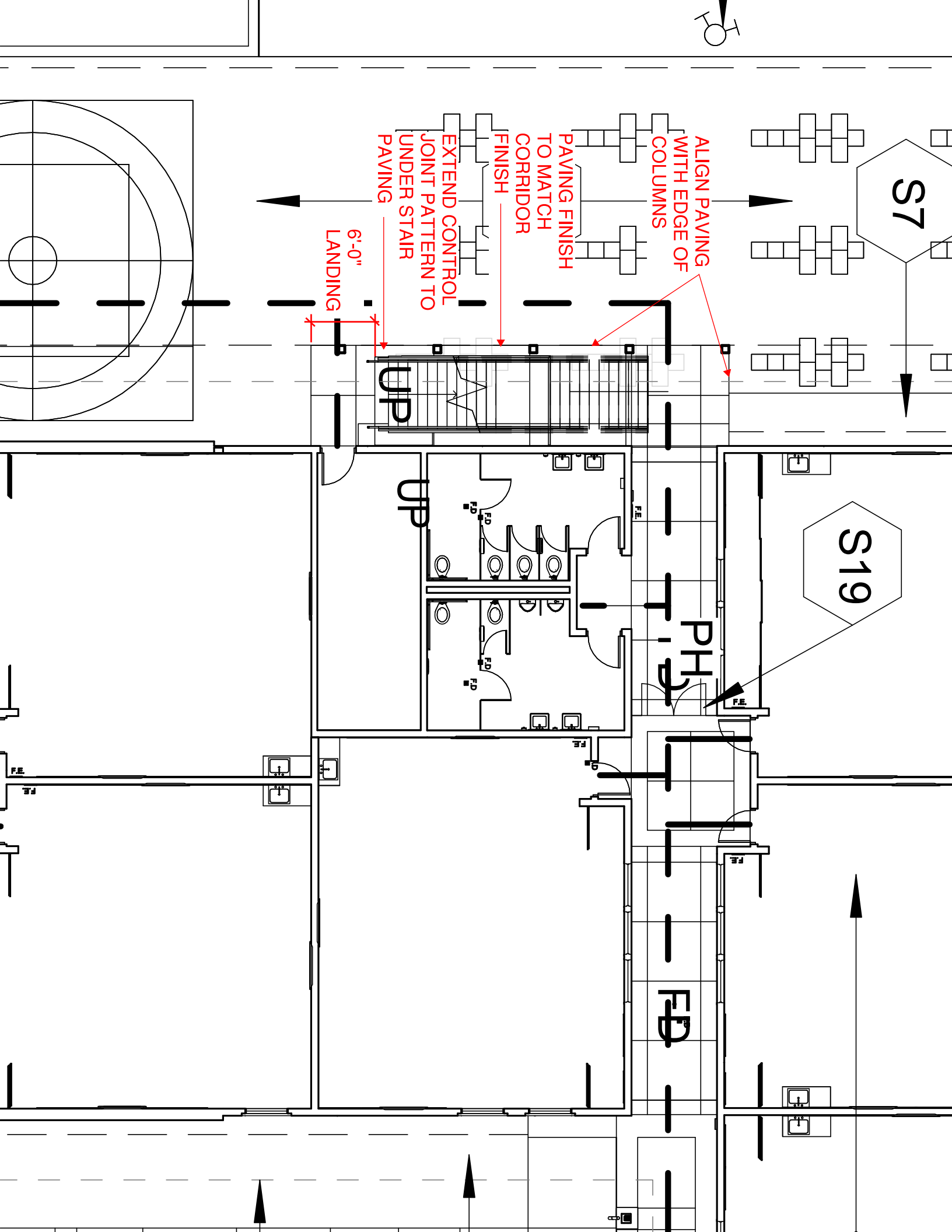
Answered By: Tom Bardwell

Date of Response: 09/18/2017

Refer to attached sketch for concrete under Stair #1.

ATTACHMENTS:

RFI
RFI 80.1 SKETCH





2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00080.2

To:	SVA ARCHITECTS, INC.	RFI Date:	09/20/2017
Attention:	Tom Bardwell	Date Due:	09/02/2016
CC:	Chris Yafuso	RFI Type:	Structural
	Paul Vernier	Priority:	Critical
	Christopher Barbato	Schedule/Activity ID:	
		Document Reference:	S-111A, S-111B
		Spec Section:	
		Status:	Returned

Subject: Bulletin #18 Depressed Slab

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Per field walk with AOR please confirm that the landing dimension is 6'-0 (+ or -) and that per the attached sketch the paving will extend another 12" West and 12" North.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 09/22/2017

Yes, this is confirmed.
SVA-Tom-9/22/17

ATTACHMENTS:

RFI
RFI 80.1 SKETCH



SWINERTON

January 15, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0301A RFI 068 Add roof guard rail mounting brackets

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install mounting brackets per RFI 068, detail 6/S900. This change request encompasses the added outrigger mounting brackets added to allow attachment to the parapet wall, and not the roof deck. The added cost is for the (9) outrigger brackets and their attachment to the structure only. The welding that was included in our base bid was still utilized as the attachment of the railing to the outrigger.

Phase	Category	Description	Subcontractor	Quote
051200	71140	RFI 068 provide mounting detail for roof guard rail at MPR roof	BECK STEEL, INC.	5,346.00
			Subtotal	5,346.00
007480	71160	Subguard	1.15%	61.48
007410	71160	Builders Risk	0.6%	32.45
007420	71160	General Insurance	1.15%	62.19
007510	71160	P&P Bond	1%	53.46
991000	79999	Change Order Fee	5%	275.11
			Markup Subtotal	484.69
			PCI Total	5,830.69

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **5,830.69.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



SWINERTON

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 3/20/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Bill Gray

From: Colin Peckham <colin.peckham@becksteel.com>
Sent: Tuesday, March 27, 2018 8:56 AM
To: Bill Gray; Randy Young
Cc: Nalani Scanlon; Christopher Barbato
Subject: RE: Lemonwood RFI 068 Guardrail at MPR

Notice:
THIS EMAIL ORIGINATED OUTSIDE OF SWINERTON'S NETWORK.

- Swinerton BTech Services

Bill,

Per RFI 068 and Beck BCP 3 we only added the cost to supply and install the T.S. outriggers and plates. In the original bid I did include the welding of the rail down to the roof. This is not in our BCP 3. The welding of the rail posts to the outriggers is not in the cost. If you look at the description on Pro's change you will see that we only have the installation of the outriggers.

Colin Peckham
Beck Steel
909-376-9119

From: Bill Gray [mailto:BGGray@swinerton.com]
Sent: Monday, March 26, 2018 1:56 PM
To: Colin Peckham <colin.peckham@becksteel.com>; Randy Young <randy@becksteel.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>
Subject: RE: Lemonwood RFI 068 Guardrail at MPR

Still waiting for a reply

From: Bill Gray
Sent: Friday, January 26, 2018 1:07 PM
To: 'Colin Peckham' <colin.peckham@becksteel.com>; Randy Young <randy@becksteel.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>; Christopher Barbato <CBarbato@swinerton.com>
Subject: RE: Lemonwood RFI 068 Guardrail at MPR

Colin,

beck steel inc

September 8, 2016

Swinerton
865 S. Figueroa Street, Suite 3000
Los Angeles, Ca 90017
(805) 832-4993

Attention: Nalani Scanlon

Reference: Lemonwood K-8 Reconstruction

Job # 1624 BCP# 3

Nalani,

Please find below our estimated cost associated with scope changes as a result of RFI #68, Beck RFI #6. Detail new plates with outriggers, redetail rail posts, fabricate, galvanize and install new outriggers per RFI.

The scope of the change is as follows:

Detailing		\$390
Engineering		\$0
Material	(9 - outriggers,)	\$1,346
Joists		\$0
Deck		\$0
Other Buyouts	(2 boxes of hilti KB3 1/2" x 6" galv)	\$120
Fab Farmout		\$0
Freight		\$200
Tax on Material		\$14
	Subtotal:	\$2,070
	15% Markup:	\$310
Total Field Cost per Attached:		\$2,825
	5% OH&P	\$141
	Subtotal:	\$5,346
	Bond Cost:	\$40
	Total Change Order Request:	\$5,386

Requested Change in Subcontract Time due to this change (Calendar Days) 2

The requested extension to the Subcontract Schedule reflects ___ additional days for fabrication and ___ for installation.

We await written acceptance of pricing and notice to proceed. Do not hesitate to call with any questions you might have regarding this proposal.

Best Regards,

Shea Kerr/ cf
Project Manager
Beck Steel, Inc.
(806) 722-4874



PRO STEEL ERECTORS, INC.
 180 South First Street Ste 13
 Dixon, Ca. 95620
 (714) 465-5354
 (830) 463-6013 fax

September 8, 2016

Shift 1 Rate

Beck Steel, Inc
 401 N. Loop 289
 Lubbock, TX 79403

ATTN: Randy Young

RE:

COR # 2 **Ref No.** RFI 68

In regards to the above reference matter please accept the following pricing and break down for your review and consideration:

DESCRIPTION

1. Field layout new plates (T.S. shop attached)
2. Drill holes, install plates and anchor

Ironworker Foreman Shift 1			8 mh @	\$ 102.05 /mh	\$ 816.40
Journeyman Ironworker Shift 1			8 mh @	\$ 96.76 /mh	\$ 774.08
			16 Hrs		\$ 1,590.48
	Qty	Unit			
Subsistence	2	1.00 each		\$ 75.00 /ea/day	\$ 150.00
Trade Person In/Out	2	1.00 each		\$ 120.00 /ea	\$ 240.00
Steel Trade Consumables				\$ 3.87 /hr	\$ 61.92
Small Tools				\$ 3.04 /hr	\$ 48.64
Safety Equipment				\$ 2.15 /hr	\$ 34.40
Field Truck				\$ 30.00 /hr	\$ 240.00
19-0 scissor lifts	1	8.00 /hr		\$ 11.40 /hr	\$ 91.20
				Sub Total	\$ 2,456.64
				Markup 15%	\$ 368.50
				Total	\$ 2,825.14

Days added to the shedule **0 work days**
REMOBILIZATION LOST PRODUCTIVITY: **0 work days**

Exclusions and conditions are similar to those for existing contract work.

Please call if you have any questions or concerns.

Sincerely,
PRO STEEL ERECTORS, INC.

Dan Moore



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # BECK-00006

To:	Swinerton Builders	RFI Date:	08/01/2016
Attention:	Nalani Scanlon	Date Due:	08/08/2016
CC:		RFI Type:	Structural
		Priority:	Normal
		Schedule/Activity ID:	
		Document Reference:	A2-11.2, A62.6
		Spec Section:	05-5000
		Status:	Accepted

Subject: Building 2 - Roof Guardrail Base Connection

INFORMATION REQUESTED:

Requested By: Jacob Ham

Sheet A2-11.2 calls for a roof guardrail (Note 324, per 16/A62.6) on top of TPO roofing over rigid insulation over metal deck (per Note 316).

Please provide a connection detail showing how the roof guardrail is to be secured to the structure.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

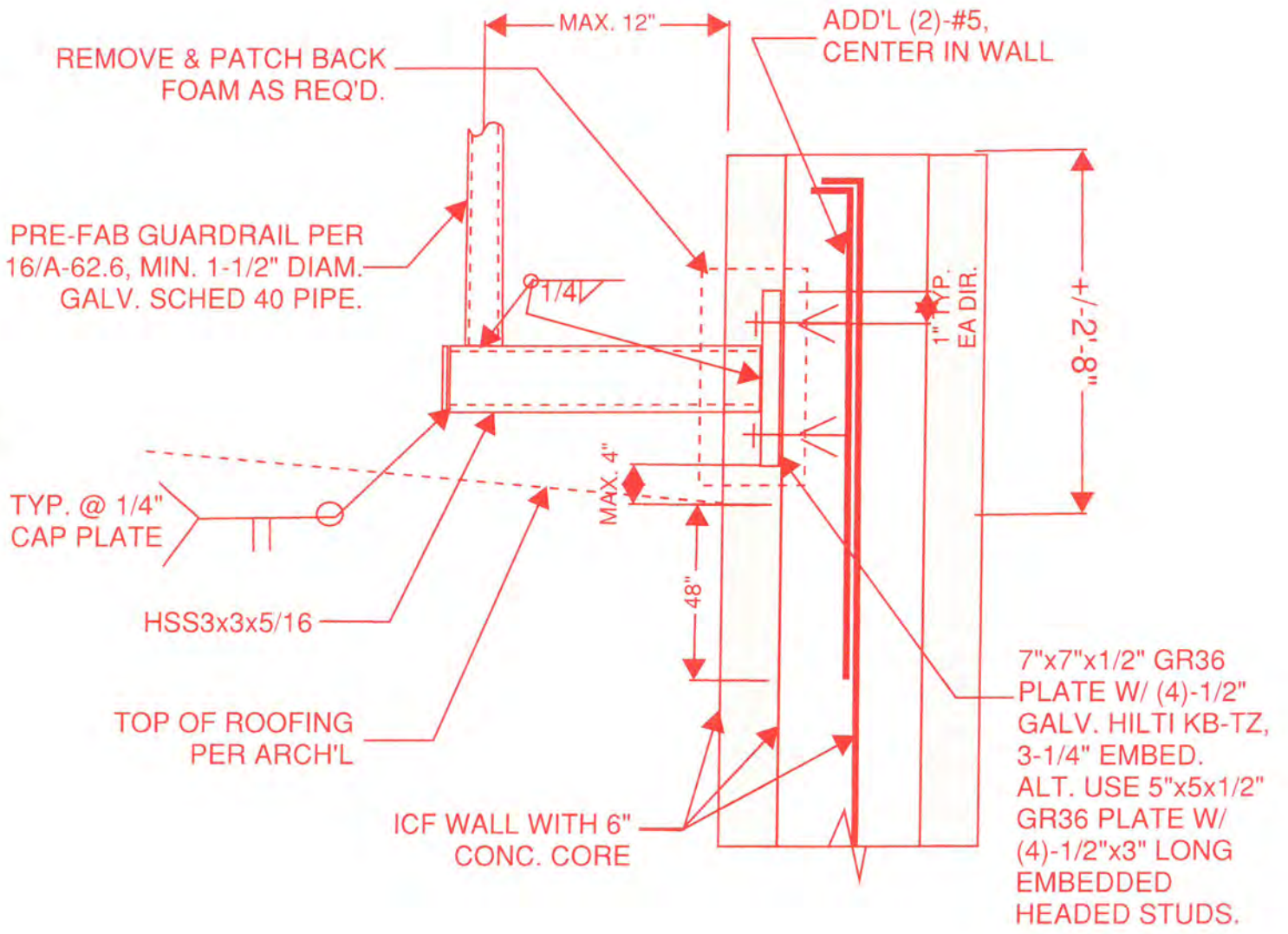
Answered By: Nalani Scanlon

Date of Response: 08/05/2016

Please see attached proposed structural detail, DSA review and approval required.

ATTACHMENTS:

A2-11.2 - Roof Guardrail Connection
structural sketch





SWINERTON

January 16, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0302 RFI 159 Add flanged feet to Convection Ovens

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Contract documents and approved shop drawings do not indicate a flanged foot on the Convection Ovens. Per RFI 159 these feet were required

Phase	Category	Description	Subcontractor	Quote
114000	71140	Contract documents and approved shop drawings do not indicate a flanged foot on the Convection Ovens. Per RFI 159 these feet were required	R.W. SMITH & CO.	927.61
			Subtotal	927.61
007480	71160	Subguard	1.15%	10.67
007410	71160	Builders Risk	0.6%	5.63
007420	71160	General Insurance	1.15%	10.79
007510	71160	P&P Bond	1%	9.28
991000	79999	Change Order Fee	5%	47.74
			Markup Subtotal	84.11
			PCI Total	1,011.72

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,011.72.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 1/16/2019

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

SOLD TO:
 2200 Carnegie Ct
 Oxnard, CA 93033

Lemonwood K-8 School (Job #16277)
 R.W. Smith & Co. CHANGE ORDER REQUEST #005

SHIP TO:
 Lemonwood K-8 School
 2200 Carnegie Ct.
 Oxnard, CA 93033

<u>Item Added</u>	<u>Qty.</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Model No.</u>
CO005-001	8	Flanged Feet	Montague Company	
CO005-FRT	1	Freight to Jobsite (UPS 2nd Day)		

RECAP

Total Taxable Equipment Adds	\$782.00
7.75% Sales Tax on Equipment	\$60.61
Total Non-Taxable Equipment Adds	\$85.00
Total Adds:	\$927.61

NET ADD OR (DEDUCT) FOR CHANGE ORDER REQUEST #005

\$927.61

X _____
 Accepted by _____ Printed Name _____
 _____ Date _____

***SIGNATURE ABOVE ACKNOWLEDGES ACCEPTANCE OF PRICE & SCOPE OF WORK.
 ABOVE LISTED COMPANY REPRESENTATIVE AGREES TO ISSUE A FORMAL WRITTEN
 CHANGE ORDER WITHIN 2 WEEKS OF SIGNATURE OR WORK MAY BE STOPPED PENDING
 RECEIPT OF FORMAL CHANGE ORDER.



SWINERTON

February 1, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0309A RFI 071-1 Add condensate drains to fan coil units in rooms 1-106, 2-105 and 2-103.

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install condensate drains to to remote fan coil units in rooms 1-106, 2-105 and 2-103. These rooms were not included in our previous PCI 0174. These units were not identified in the RFI 071-071r2 responses. These drains were identified in CCP-00016.

Phase	Category	Description	Subcontractor	Quote
220010	71140	RFI 071-1 Add condensate drains at rooms 1-106, 2-105 and 2-103	CITY COMMERCIAL PLUMBING, INC.	7,696.00
			Subtotal	7,696.00
007480	71160	Subguard	1.15%	88.50
007410	71160	Builders Risk	0.6%	46.71
007420	71160	General Insurance	1.15%	89.52
007510	71160	P&P Bond	1%	76.96
991000	79999	Change Order Fee	5%	396.04
			Markup Subtotal	697.73
			PCI Total	8,393.73

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **8,393.73.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



SWINERTON

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

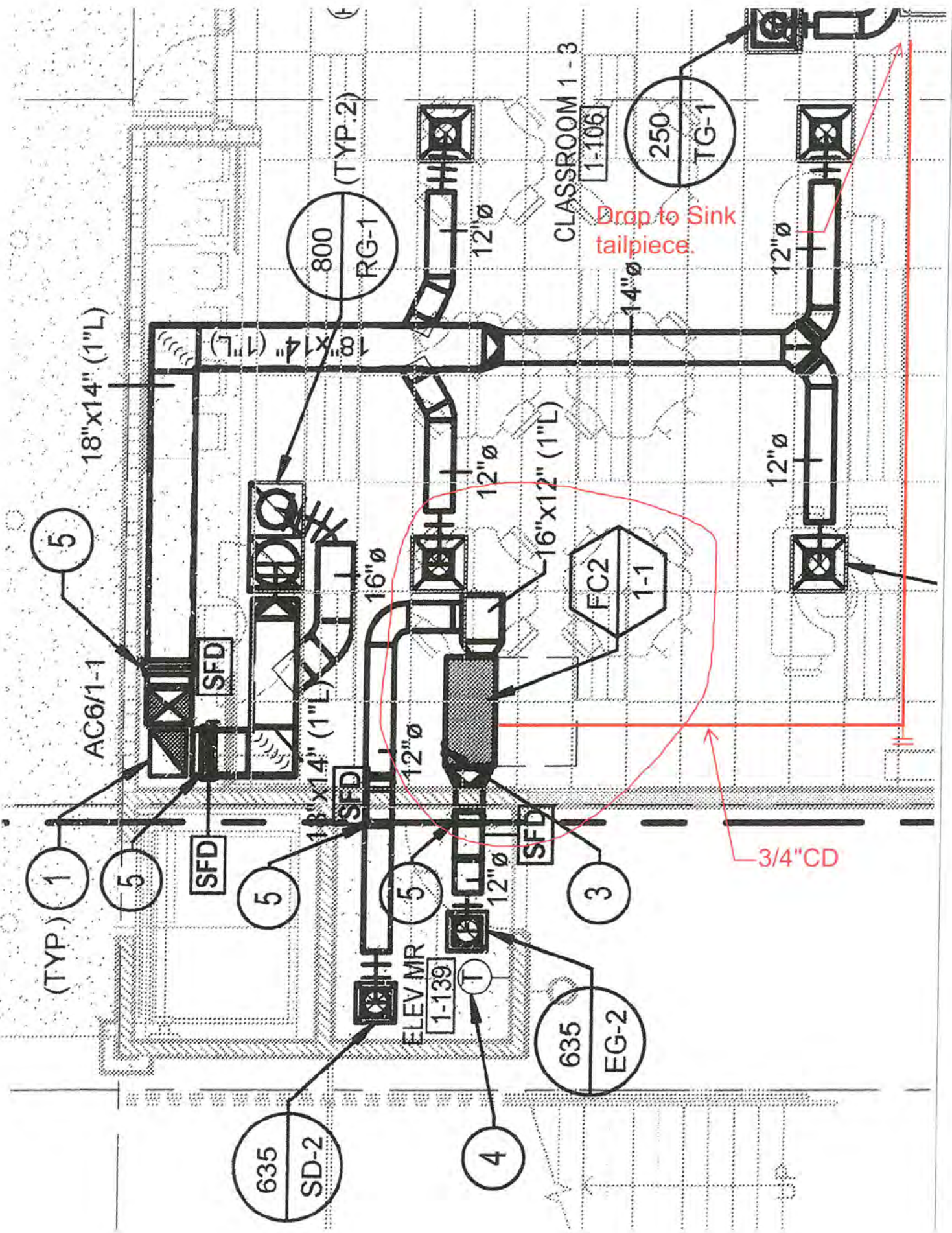
Sincerely,
Swinerton Builders

Date: 3/29/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

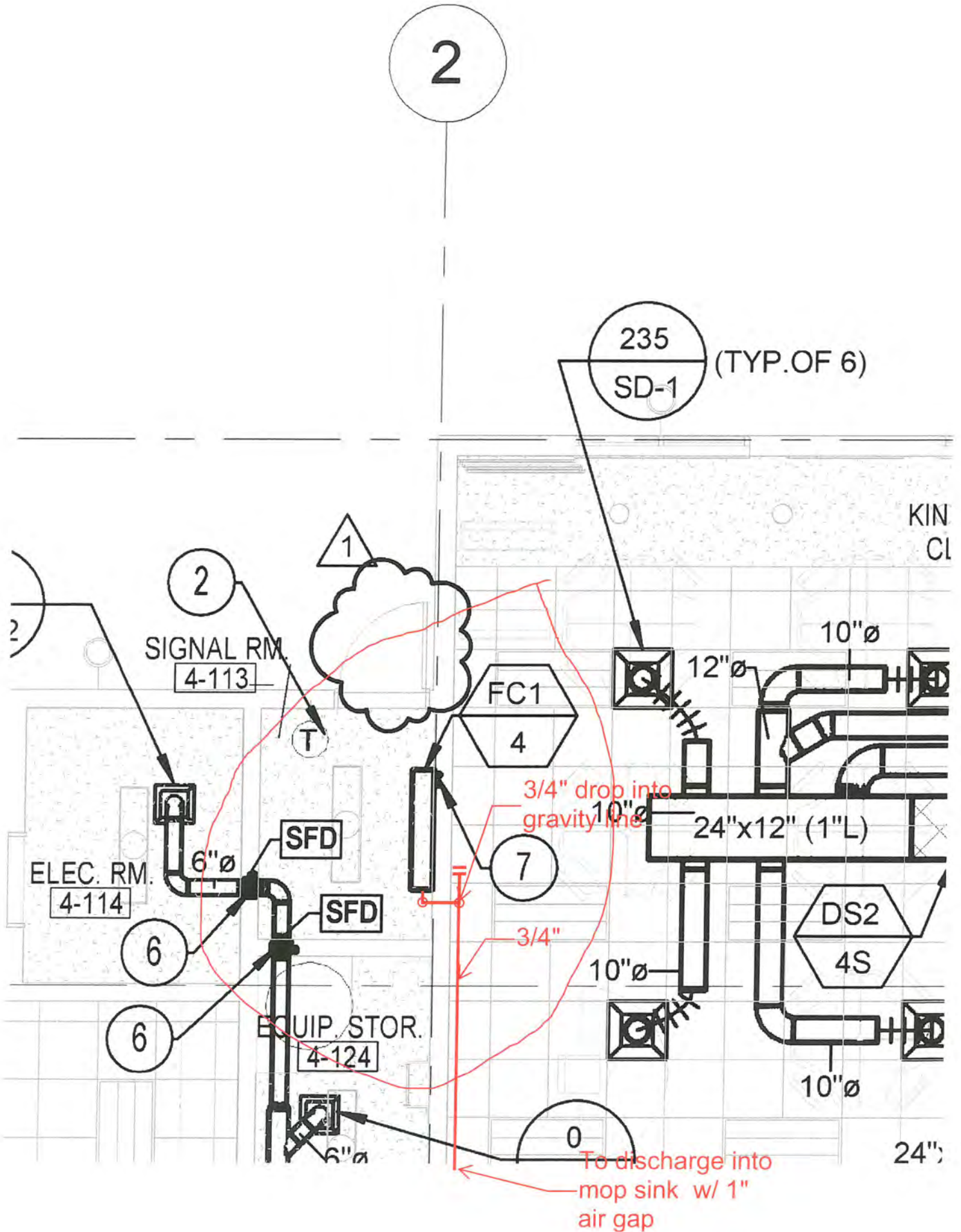


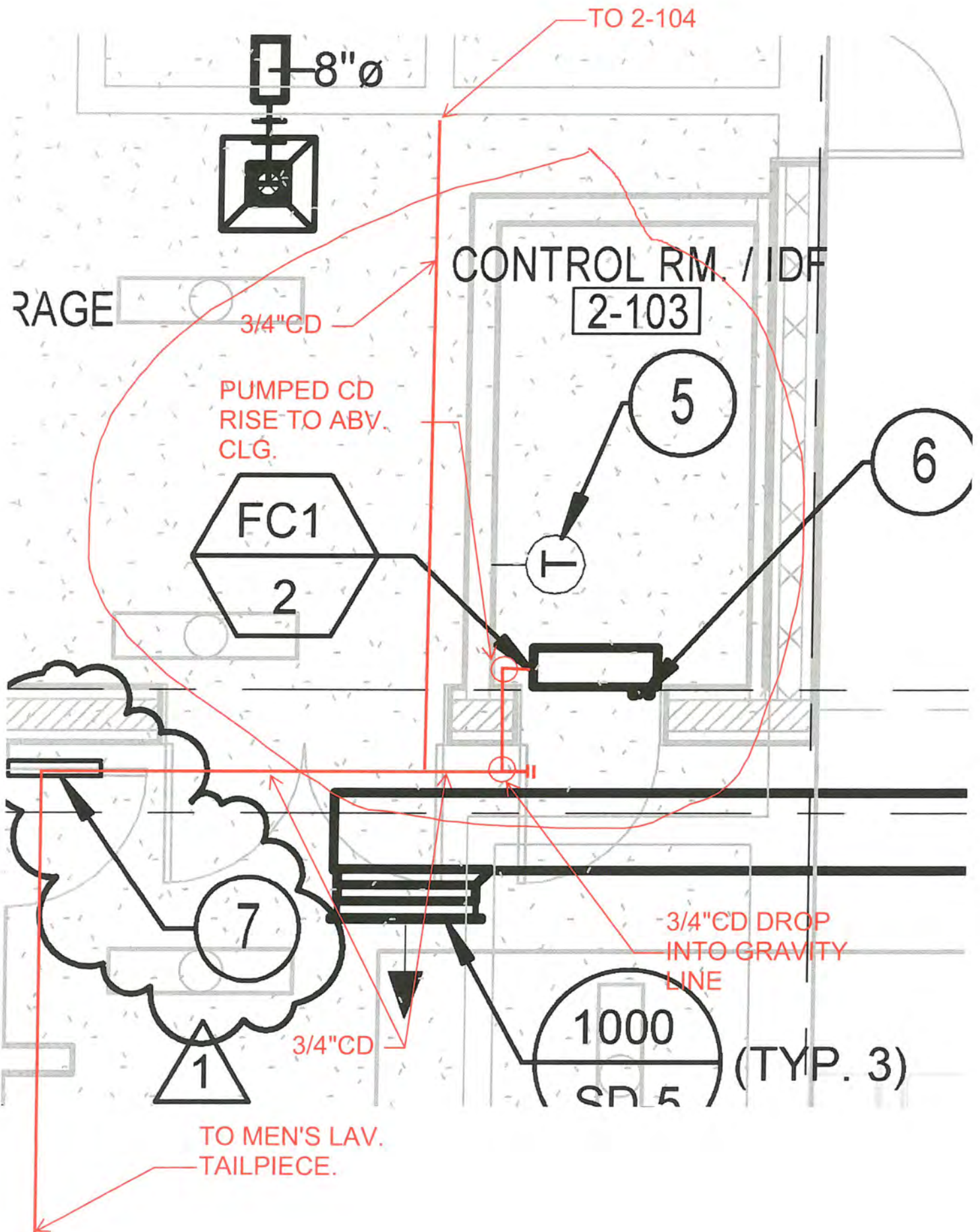
2

235

SD-1

(TYP. OF 6)





2

3

1

FC3
2

7

7

100
EG-1

PUMPED CD TO
ABV. CLG.

ELECTRICAL
2-104

190
EG-1 (TYP.3)

COMMUNICATIONS
2-105

SFD

8

PUMPED CD
DROP INTO
GRAVITY LINE
ABV. CLG.

8"Ø

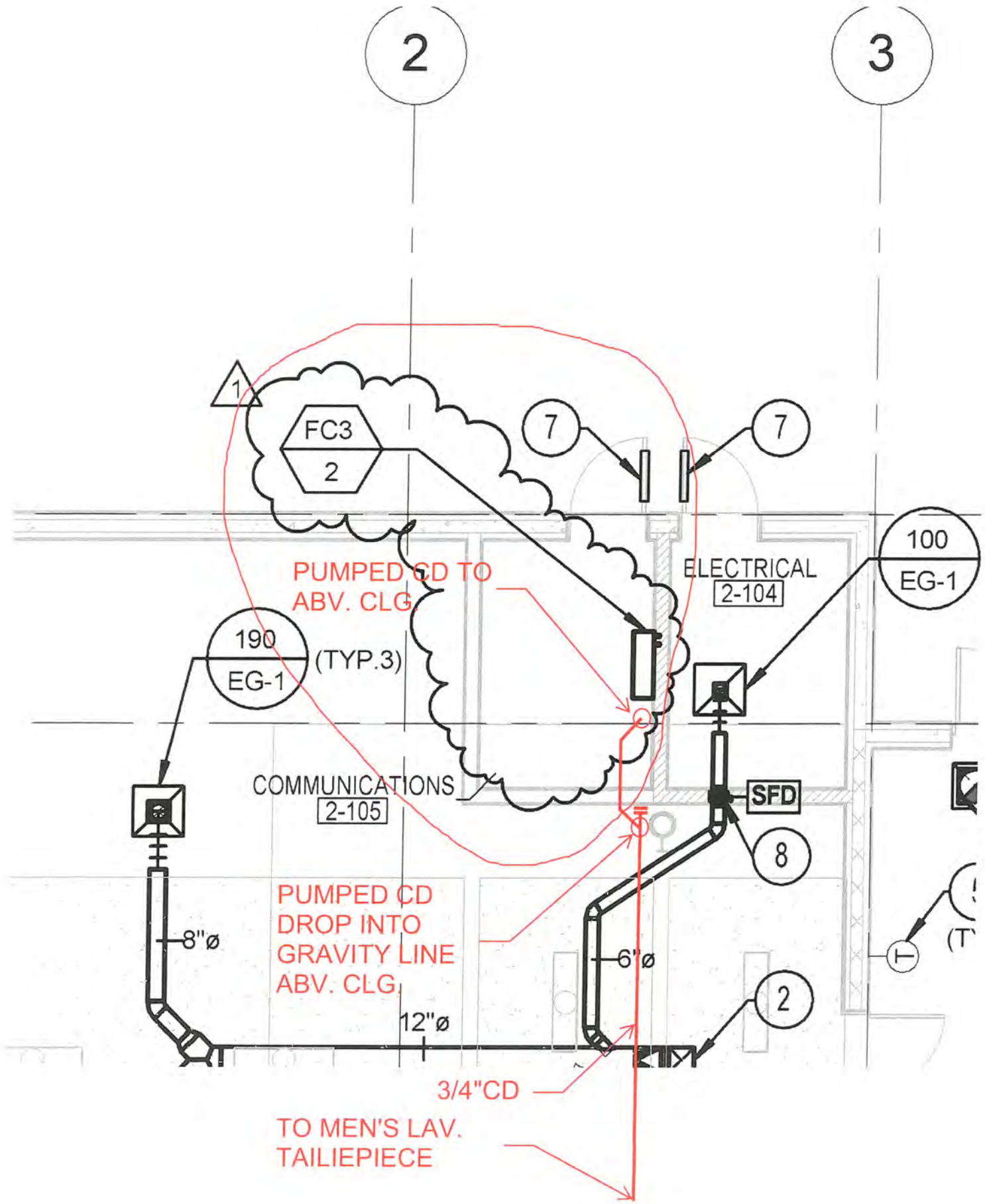
6"Ø

2

12"Ø

3/4"CD

TO MEN'S LAV.
TAILIEPIECE





SWINERTON

February 10, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0316 Add masonry wall cap at Electrical enclosure

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install masonry cap at electrical enclosure walls. Contract detail did not provide for finish to meet door frame height

Phase	Category	Description	Subcontractor	Quote
040010	71140	Add masonry wall cap at electrical enclosure	REYES MASONRY CONTRACTORS, INC.	1,438.82
			Subtotal	1,438.82
007480	71160	Subguard	1.15%	16.55
007410	71160	Builders Risk	0.6%	8.73
007420	71160	General Insurance	1.15%	16.74
007510	71160	P&P Bond	1%	14.39
991000	79999	Change Order Fee	5%	74.04
			Markup Subtotal	130.45
			PCI Total	1,569.27

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,569.27.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

[Handwritten signature]
2/10/2018

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



SWINERTON

February 10, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0317 Reprogram existing Fire Alarm system at existing portable classrooms

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

During site investigation to study the possibility to remove a portion of the existing portable classrooms it was discovered that the Fire Alarm system was not functioning in these buildings. Tri-Signal Integration provided trouble shooting services, found the problem and properly programmed the system to be operational.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Re-program existing Fire Alarm system	TAFT ELECTRIC COMPANY	694.00
			Subtotal	694.00
007480	71160	Subguard	1.15%	7.98
007410	71160	Builders Risk	0.6%	4.21
007420	71160	General Insurance	1.15%	8.07
007510	71160	P&P Bond	1%	6.94
991000	79999	Change Order Fee	5%	35.71
			Markup Subtotal	62.91
			PCI Total	756.91

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **756.91**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 2/10/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 065

Date: 12/14/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Campus FA Troubleshoot		Submitted

Reference	Required By	Days Req	Amt Req
	12/21/2017	0	694

Notes

We are submitting the above cost for Trisignal to troubleshoot the faulty fire alarm system on (12) portable buildings on 10/30/17.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____ Date _____



**CHANGE ORDER # CO 3
PRICING FORM**

DATE: November 3, 2017	ESTIMATOR: Chad Thomas
CUSTOMER C.O. #:	REFERENCE: Work Order 92564
PROJECT #: 16-110-00	
PROJECT NAME: Lemonwood ES	
DESCRIPTION: Troubleshoot existing portables NAC devices not functioning correctly.	

SUMMARY PAGE

ITEMIZED COSTS:	<u>COST</u>
WIRE TOTAL (FROM PAGE 2)	
EQUIPMENT TOTAL (FROM PAGE 2)	
RENTAL EQUIPMENT	
TOOLS & MISC SAFETY EQUIPMENT	
SHIPPING & HANDLING	
SCHEDULE IMPACT / LOSS TIME	
LICENSE / PERMIT FEE	
BOND FEES	
PARKING / ACCOMMODATION / TRAVEL EXPENSES	
BLUE PRINT / REPRODUCTION EXPENSES (\$3.50 Per Page x 5 Copies)	
CLEAN UP EXPENSES	
SUB-CONTRACT LABOR/SERVICES	
TOTAL	

ITEMIZED LABOR:	<u>LABOR RATE</u>	<u>LABOR HOURS</u>	<u>LABOR COST</u>
MATERIAL HANDLING	\$49.04		
CONSTRUCTION LABOR (FROM PAGE 2)	\$72.60		
FOREMAN	\$83.99		
SUPERINTENDENT	\$88.74		
PROGRAMMING	\$110.47	3.00	\$331.41
ENGINEERING / CAD	\$97.48		
PROJECT MANAGEMENT	\$116.97	1.00	\$116.97
TOTAL LABOR		4.00	\$448.38

TAXES:	<u>RATE</u>	
MATERIAL TAXES	9.000%	
TOTAL TAXES		

COSTS:		
SUBTOTAL TRI-SIGNAL COST		\$448.38
SMALL TOOLS & CONSUMABLES	4.00%	\$17.94
WARRANTY RESERVE	1.00%	\$4.48
TOTAL COST		\$470.80
OVERHEAD	10.00%	\$47.08
PROFIT	5.00%	\$25.89
SUB TOTAL		\$543.77
Liability Insurance	2.00%	\$10.88
TOTAL SALES PRICE		\$554.65



SWINERTON

March 8, 2018

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0325 Add Emergency Eye Wash at Dirty Lab Sinks Rooms 365 & 366

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install new eyewash stations in the existing trough sinks. Includes new electric water heater, tempering valve, necessary water piping and electrical power.

Phase	Category	Description	Subcontractor	Quote
220010	71140	Add eyewash stations in Dirty Labs at Classroom Building- Plumbing	CITY COMMERCIAL PLUMBING, INC.	7,338.00
260010	71140	Add eyewash stations in Dirty Labs at Classroom Building- Electrical	TAFT ELECTRIC COMPANY	6,950.00
			Subtotal	14,288.00
007480	71160	Subguard	1.15%	164.31
007410	71160	Builders Risk	0.6%	86.71
007420	71160	General Insurance	1.15%	166.20
007510	71160	P&P Bond	1%	142.88
991000	79999	Change Order Fee	5%	735.26
			Markup Subtotal	1,295.36
			PCI Total	15,583.36

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **15,583.36**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



SWINERTON

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

3/8/2018

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

March 8, 2018

TO: SWINERTON BUILDERS
ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#43

DESCRIPTION: PCI#0325 - PROPOSAL TO ADD EEW AT EACH S-5 SINK IN DIRTY LAB-1 AND DIRTY LAB-2 WITH MIXING VALVE AND EWH-3 TO SERVE EEW'S. ALL PIPING TO RUN EXPOSED UNDER SINK. MIXING VALVE LOCATED UNDER SINK IN ROOM#367. EWH-3 TO BE MOUNTED ON WALL IN ROOM#365, STORE ROOM. ALL HOT WATER AND TEMPERED HOT WATER PIPING TO BE INSULATED.

NOTE: HAVE PLUMBING ENGINEER VERIFY DESIGN, SIZE AND FUNCTIONALITY OF EWH-3. SUBMITTAL IS INCLUDED FOR APPROVAL.

EXCLUDES: ALL ELECTRICAL, DEMO, PATCH, DRYWALL, PAINT. EXCLUDES ANY RESPONSIBILITY IF WARRANTY OF SINK IS VOIDED BY THIS WORK (DRILLING OF SINK).

TOTAL COST: \$7,338.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 4 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

Lead Times!

** Chromomite lead time - 7-10 days*

** Guardian lead time - 2 weeks*

CHANGE ORDER REQUEST

03/08/2018

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 43

RE: PCI#0325 - ADD EEW AT EACH S-5 SINK IN DIRTY LAB-1 & DIRTY LAB-2 W/MV & EWH-3

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	106.84	4.00	427.36
PLUMBER	90.37	34.45	3,113.25
TOTAL LABOR:			3,540.61
OTHER EXPENSE:			
ZOLNAY INSULATION			296.50
SUBS INSURANCE COST			45.00
TOTAL OTHER EXP.:			341.50
OTHER EXPENSE:			341.50
MATERIAL TOTAL:			2,487.30
LABOR TOTAL:			3,540.61
SUBTOTAL:			6,369.41
OVERHEAD/PROFIT:	15.00%		955.41
SUBTOTAL:			7,324.82
TEXTURA FEES:	0.18%		13.18
SUBTOTAL:			7,338.01
			0.00
			7,338.01
ROUND UP/DOWN:			\$7,338.00

NOTES: (1) HAVE PLUMBING ENGINEER VERIFY DESIGN, SIZE AND FUNCTIONALITY OF EWH-3.
 EXCLUDES ALL ELECTRICAL, DEMO, PATCH, DRYWALL AND PAINT. ALSO EXCLUDES ANY
 RESPONSIBILITY IF WARRANTY OF SINK IS VOIDED BY DRILLING THE SINK FOR THE EYEWASH
 AND ANY WORK FOR THIS CHANGE ORDER.

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 43

RE: PCI#0325 - ADD EEW AT EACH S-5 SINK IN DIRTY LAB-1 & DIRTY LAB-2 W/MV & EWH-3

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		30.45		2281.93
		LAYOUT/COORDINATE ON SITE		4.00		
		GEN FOREMAN - CADD/REDRAW/COORDINATE		4.00		

LABOR & MATERIAL TOTAL	38.45	2281.93
SALES TAX:		205.37
TOTAL MATERIAL COST:		2487.30

JOB 1073 562CORS2: 562 - LEMON...
 ESTIMATE 1 562CORS2: 562 - LEMON...
 DATA SET 2 MECH DATABASE 02-23-18

COR#43
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 3/8/2018 9:54:16 AM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item				Material			Field Labor		
Category	Size	Item Desc	Qty	Mat Unit	Mat Adj	Mat Ext	Fld Unit	Fld Adj	Fld Ext
Section : Section 016: COR#43 - PCI#325 ADD EEW'S, MV, EWH-3									
Category : Category 000: (None)									
		7/8" UNIBIT DRILL SINK	1	90.36	1.00	90.36	3.00	1.00	3.00
Subtotals for Category : Category 000: (None)						90.36			3.00
Category : Category 003: COPPER KLM LEAD FREE									
COPPER KLM LEAD FREE		MAPP GAS	1	9.31	1.00	9.31	Skip	1.00	0.00
COPPER KLM LEAD FREE		1/2" CHRМ ESCUCHEON	6	5.23	1.00	31.38	0.25	1.00	1.50
COPPER KLM LEAD FREE		1/2" CxFIP 90 ELBOW	3	9.96	1.00	29.88	0.38	1.00	1.14
COPPER KLM LEAD FREE		1/2" CxMIP 90 ELBOW	1	7.93	1.00	7.93	0.32	1.00	0.32
COPPER KLM LEAD FREE		1/2" CxFIP FLNGED 90 EL...	2	14.71	1.00	29.42	0.40	1.00	0.80
COPPER KLM LEAD FREE		3/4" CxFIP UNION	2	38.80	1.00	77.60	0.94	1.00	1.88
COPPER KLM LEAD FREE	1/2"	L-HARD TUBE	20	3.27	1.00	65.40	0.06	1.00	1.20
COPPER KLM LEAD FREE	1/2" x3"	BRASS NIPPLES	3	4.94	1.00	14.82	0.10	1.00	0.30
COPPER KLM LEAD FREE	1/2"	90 ELBOW CxC	20	1.89	1.00	37.80	0.14	1.00	2.80
COPPER KLM LEAD FREE	1/2"	TEE	3	4.38	1.00	13.14	0.57	1.00	1.71
COPPER KLM LEAD FREE	3/4" x1/2"	CONCENTRIC REDUCER	2	6.74	1.00	13.48	0.45	1.00	0.90
COPPER KLM LEAD FREE	1/2"	COUPLING	1	1.41	1.00	1.41	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsize	SOLDER LBS. LEADFREE	2	39.48	1.00	78.96	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsize	PRESTOLITE-#2 CYL	1	37.44	1.00	37.44	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsize	TESTING OF SYSTEM	1	Skip	1.00	0.00	4.00	1.00	4.00
COPPER KLM LEAD FREE	Unsize	EVERFLUX-2 OZ. CAN	1	9.75	1.00	9.75	Skip	1.00	0.00
COPPER KLM LEAD FREE	Unsize	ABRASIVE CLOTH-25YD	1	15.13	1.00	15.13	Skip	1.00	0.00
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						472.85			16.55
Category : Category 006: FIXTURES									
FIXTURES		TUBE OF DAP	2	2.77	1.00	5.54	0.40	1.00	0.80
FIXTURES		CHRONOMITE R48L/277V/...	1	351.90	1.00	351.90	2.00	1.00	2.00
FIXTURES		GUARDIAN G1848LH-L EEW	1	392.53	1.00	392.53	2.00	1.00	2.00
FIXTURES		GUARDIAN G1848R EEW	1	413.18	1.00	413.18	2.00	1.00	2.00
FIXTURES		GUARDIAN G3600LF MV	1	512.73	1.00	512.73	2.00	1.00	2.00
Subtotals for Category : Category 006: FIXTURES						1,675.88			8.80
Category : Category 049: HANGER-R.CLAMP-ETC.									
HANGER-R.CLAMP-ETC.		5/8" CUSHION CLAMP	6	2.26	1.00	13.56	0.25	1.00	1.50
HANGER-R.CLAMP-ETC.	1-5/8"	STRUT CHANNEL	3	3.16	1.00	9.48	0.20	1.00	0.60
HANGER-R.CLAMP-ETC.	1/4"	WASHER-FLAT-ROUND	6	0.15	1.00	0.90	Skip	1.00	0.00
HANGER-R.CLAMP-ETC.	7/8"	WASHER-FLAT-ROUND	8	2.04	1.00	16.32	Skip	1.00	0.00
HANGER-R.CLAMP-ETC.	Unsize	SCREWS	6	0.43	1.00	2.58	Skip	1.00	0.00
Subtotals for Category : Category 049: HANGER-R.CLAMP-ETC.						42.84			2.10
Subtotals for Section : Section 016: COR#43 - PCI#325 ADD EEW'S, MV, EWH-3						2,281.93			30.45
Grand Totals						2,281.93			30.45

Zolnay Insulation, Inc.

918 N. Batavia Orange, CA 92867

CL # 881565 SBE # 1344640

Phone: 714-912-4683 Fax: 714-912-4926

Change Order Proposal

March 2, 2018

City Commercial Plumbing

Attn: Cindy

Subject: Lemonwood Elementary School – CCP COR #43

We propose to furnish and install Thermal Insulation on the subject project as follows:

Scope:

• Added Pipe Insulation		
Labor: 2 hours @ 81.66		\$ 163.32
Material:		\$ 94.50
Mark up 15%		<u>\$ 38.68</u>
Total		\$ 296.50

Exclusions:

Overtime, Man lifts, Victaulic's, Pipe Shields.

This Quote/Bid constitutes the full terms and conditions under which work will be performed. This Quote/Bid supersedes all Requests for Quotations (RFQS), any subcontract terms subsequently forwarded by Contractor or any other project documentation. No additional terms and conditions shall become part of the subcontract absent a formal written subcontract having been entered into and signed by subcontractor subsequent to the date of this Quote/Bid. Customer's acceptance of this Quote/Bid constitutes customer's agreement to the terms set forth herein.

Thank You,

Kevin Wolff

Zolnay Insulation, Inc.



819 Truck Way
 Montebello, CA 90840-5118
 Tel: (323) 869-1200
 Fax: (323) 869-1210
 Email: astroplumbing@astroplumbingupply.com

Quotation

"WHOLESALE DISTRIBUTORS OF PLUMBING & HEATING SUPPLIES"

QUOTE DATE	QUOTE NUMBER
03/05/18	S1289847
ORDER TO:	PAGE NO.
ASTRO PLUMBING SUPPLY CO. 819 TRUCK WAY MONTEBELLO CA 90610 323-869-1200 Fax 323-869-1210	1

QUOTE TO:
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST
 VAN NUYS, CA 91406

SHIP TO:
 CITY COMMERCIAL PLUMBING
 2200 CARNEGIE COURT
 LEMONWOOD
 OXNARD, CA 93033

backup prices

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALES PERSON	
1059	562/C#43 QUOTE	CINDY		
QUOTE	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ENRIQUE REA	BID		03/05/18	No
QUANTITY	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL
1ea	82429	CHROMOMITE R48L 277V SET @ 120 WATER HEATER LEAD TIME: 7-10 DAYS, MADE TO ORDER *** Nonstock ***	351.899	351.90
1ea	41404	GUARDIAN G1848LH-L EYEWASH LEAD TIME: TWO WEEKS *** Nonstock ***	392.524	392.52
1ea	85354	GUARDIAN G1848-R EMERGENCY EYEWASH LEAD TIME: TWO WEEKS *** Nonstock ***	413.179	413.18
1ea	77874	GUARDIAN G-3600-LF THERMOSTATIC MIXING VALVE LOCAL STOCK *** Nonstock ***	512.726	512.73
TAXES NOT INCLUDED				
			Subtotal	1670.33
			S&H CHGS	0.00

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
 Applicable taxes extra.

Subtotal	1670.33
S&H CHGS	0.00
Amount Due	1670.33

R SERIES MightyMite® - LOW ACTIVATION

APPLICATION: commercial, industrial, residential, multiple lavatories, public lavatories, kitchen/bar sink

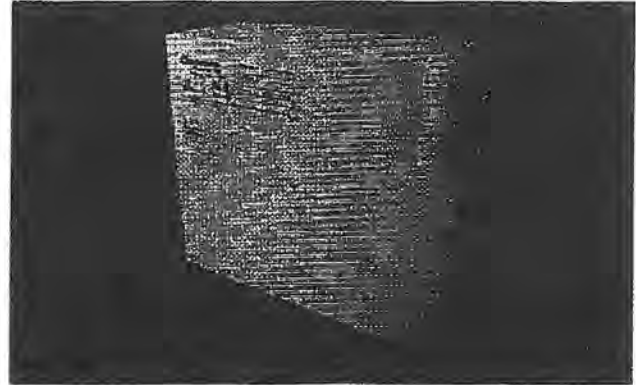
PRODUCT FEATURES

- Uses a digital microprocessor for temperature control
Ultra quick response times for temperature variations - 120 times per second. Microprocessor use is the most energy efficient means of heating water
- Unlimited hot water
- Ideal for sensor /hands-free faucets with the 104°F (40°C) factory preset setting; no mixing valve needed
- Saves water and energy - 99% energy efficient
- Works on low flow
- Rugged steel housing
- Space saving compact size:
9-7/8" (H) x 10-5/8" x 4-1/4"
(251 x 270 x 108mm)
- Meets applicable building codes including ADA, UL, IAPMO, UPC and CSA.
- Environmentally friendly
- Made in the U.S.A.
- User adjustable temperature 70°F-125°F (21°C-52°C) (Standard)
- Optional factory preset temperature available, select single temperature between 90°F-160°F (32°C-71°C)
- 3/4" NPT Male connections

Chronomite R Series Mighty-Mite®- Low Activation models are manufactured to provide reliable point-of-use hot water with flow rate from 0.35 GPM to 5.0 GPM (1.3 LPM to 18.9 LPM). There is no pressure and temperature relief valve needed (unless required by code), saving time and money on installation.

Housing is fabricated from rugged steel.
Element assembly is fabricated from Celcon/Ryton plastic.
Heating coils are nichrome.

For the model being selected, please place the corresponding amps and volts values in the Guide Specifications to the right.



GUIDE SPECIFICATION

Tankless Water Heater shall be a Chronomite Laboratories Model

R- 48 L / 277 VOLT

AMPS VOLTS OPTIONS

to heat to a preset temperature of

104°F (40°C) 110°F (43°C) Other temperature settings available upon request (see code book)

Standard Washroom (ADA) Washroom (ADA) Washroom (ADA)

120°F (49°C)

Unit shall be provided with Celcon waterways and Nichrome heating coils
Temperature controlled by microprocessor

OPTIONS

- Factory Preset (F)
- Satin Stainless Steel Housing (SS)
- Disconnect Switch, Rotary 80A, Lockable
- NEMA 4X (2095-4) (Shipped Loose)

MODEL	AMPS	VOLTS	WATTS	ACTIVATION GPM	TEMP RISE @	TEMP RISE @	TEMP RISE @
					1.5 GPM	2.5 GPM	3.0 GPM
R-48L/208	48	208	10000	0.35	45	27	23
R-48L/240	48	240	11500	0.35	52	31	26
R-58L/208	58	208	12050	0.35	55	33	27
R-63L/208	63	208	13100	0.35	60	36	30
R-48L/277	48	277	13300	0.35	61	36	30
R-58L/240	58	240	13900	0.35	63	38	32
R-68L/240	68	240	14150	0.35	64	39	32
R-63L/240	63	240	15100	0.35	69	41	34
R-75L/208	75	208	15600	0.35	71	43	36
R-58L/277	58	277	16050	0.35	73	44	37
R-68L/240	68	240	16300	0.35	74	45	37
R-63L/277	63	277	17450	0.35	79	48	40
R-75L/240	75	240	18000	0.35	82	49	41
R-68L/277	68	277	18850	0.35	86	51	43
R-75L/277	75	277	20750	0.35	95	57	47

Complies with Standards for:



CHRONOMITE LABORATORIES, INC.
17451 Hurley St. :: City of Industry, CA 91744
Phone 800-447-4962 :: 626-937-4270
Fax 626-937-4279 :: www.chronomite.com

MEMBER OF



MORRIS GROUP INTERNATIONAL

R SERIES MightyMite® - LOW ACTIVATION

R SERIES MIGHTY-MITE® - LOW ACTIVATION METRIC CHART

MODEL	AMPS/PHASE	VOLTAGE	WATTS	ACTIVATION (LPM)	TEMP RISE @ 6.00 LPM	TEMP RISE @ 10.00 LPM	TEMP RISE @ 12.00 LPM
R-48/208	48	208	10000	1.3	24	14	12
R-48/240	48	240	11500	1.3	28	17	14
R-58/208	58	208	12050	1.3	29	17	14
R-63/208	63	208	13100	1.3	31	19	16
R-48/277	48	277	13300	1.3	32	19	16
R-58/240	58	240	13900	1.3	33	20	17
R-68/208	68	208	14150	1.3	34	20	17
R-63/240	63	240	15100	1.3	36	22	18
R-75/208	75	208	15600	1.3	37	22	18
R-58/277	58	277	16050	1.3	38	23	19
R-68/240	68	240	16300	1.3	39	23	20
R-63/277	63	277	17450	1.3	42	25	21
R-75/240	75	240	18000	1.3	43	26	22
R-68/277	68	277	18850	1.3	45	27	23
R-75/277	75	277	20750	1.3	50	30	25

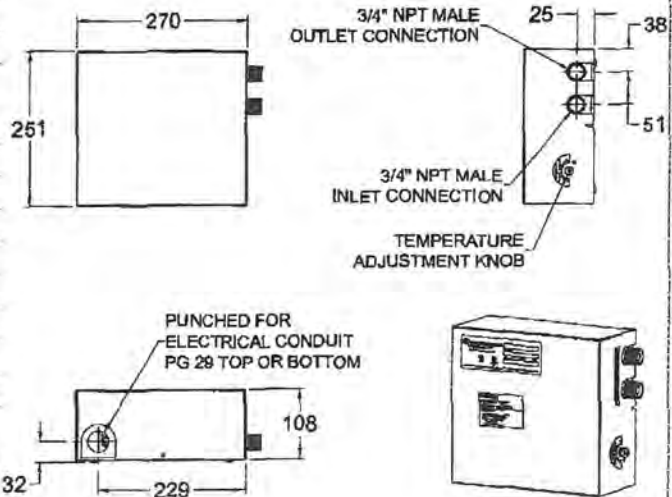
TECHNICAL DIMENSIONS

R SERIES MIGHTY-MITE® - LOW ACTIVATION

Dimensions:	251 x 270 x 108mm
Weight:	4.5 Kg
Materials:	Rugged steel housing Celcon plastic element assembly with nichrome coils
Housing Color:	White
Minimum Operating Flow Rate:	1.3 LPM
Minimum Operating Pressure:	172 kPa
Maximum Operating Pressure:	552 kPa
Maximum Pressure:	1034 kPa
Maximum Water Temperature:	71°C
Maximum Ambient Operating Temperature:	60°C
Listing:	ETL

GENERAL NOTES:

- The microprocessor adjusts the heater's power for variations in flow rates, inlet water temperature and pressure to assure the selected water temperature.
- 240V models when operated at 220V will have approximately a 15% wattage decrease.



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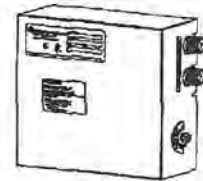
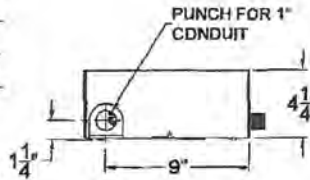
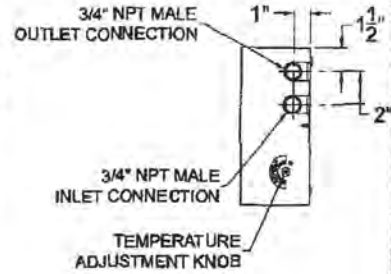
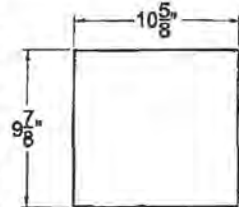
SELECTION SUMMARY & APPROVAL FOR MANUFACTURING	Company _____	Quantity _____
	Model Number & Options _____	
	Contact _____	Title _____
	Signature (Approval for Manufacturing) _____	Date _____
	CHRONOMITE LABORATORIES, INC. PH. 800-447-4962 626-937-4270 FAX 626-937-4279 www.chronomite.com	

R SERIES MightyMite® - LOW ACTIVATION

TECHNICAL DIMENSIONS

R SERIES MIGHTY-MITE® - LOW ACTIVATION

Dimensions:	9-7/8" (H) x 10-5/8" x 4-1/4"
Weight:	10 lbs.
Materials:	Rugged steel housing Celcon plastic element assembly with nichrome coils
Housing Color:	White
Minimum Operating Flow Rate:	0.35 GPM
Minimum Operating Pressure:	25 PSI
Maximum Operating Pressure:	80 PSI
Maximum Pressure:	150 PSI
Maximum Water Temperature:	160°F
Maximum Ambient Operating Temperature:	140°F
Listing:	UL, IAPMO, UPC, ETL

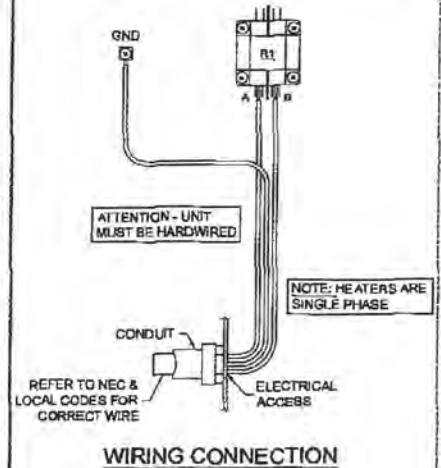
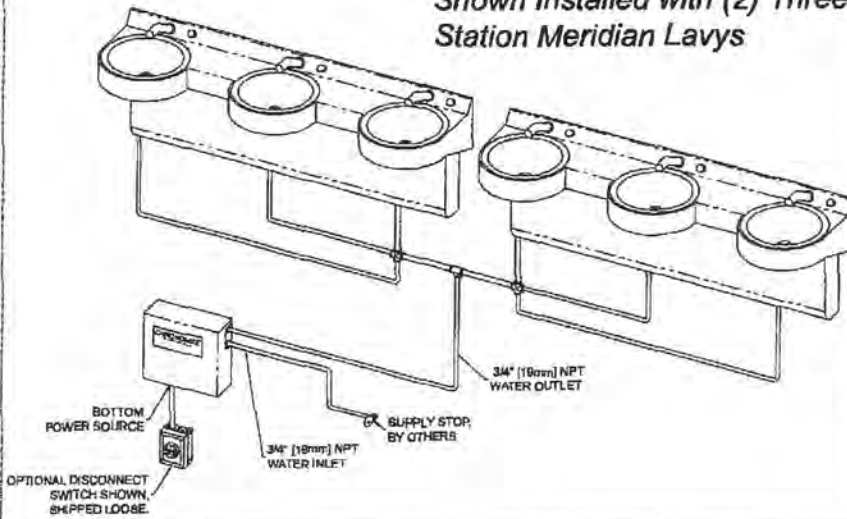


GENERAL NOTES:

- The microprocessor adjusts the heater's power for variations in flow rates, inlet water temperature and pressure to assure the selected factory pre set water temperature.
- 240V models when operated at 220V will have approximately a 15% wattage decrease.

INSTALLATION DIAGRAM

Shown Installed with (2) Three Station Meridian Lavays



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SELECTION SUMMARY & APPROVAL FOR MANUFACTURING

Company _____

Model Number & Options _____ Quantity _____

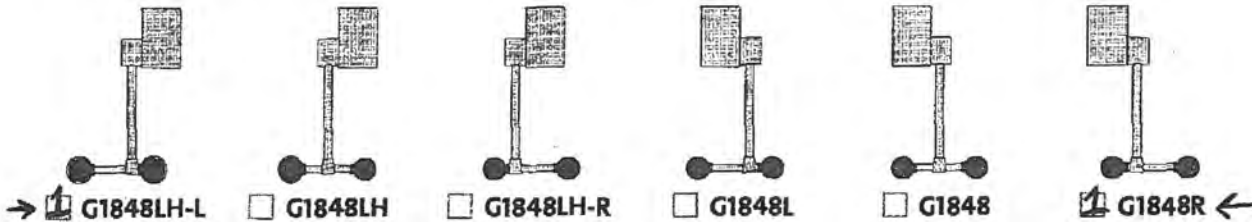
Contact _____ Title _____

Signature (Approval for Manufacturing) _____ Date _____

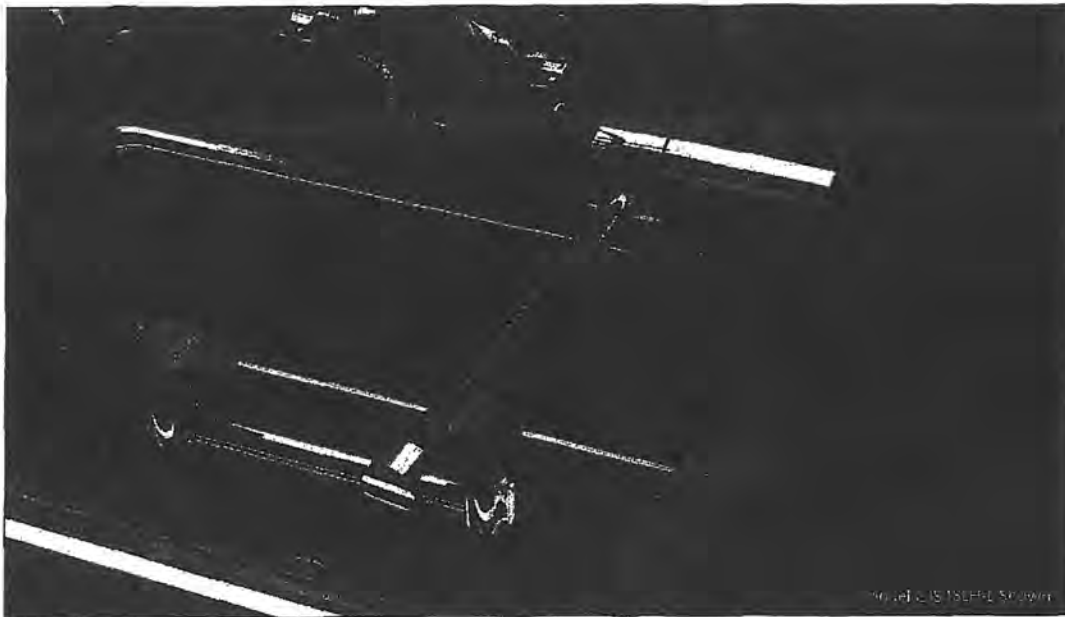
CHRONOMITE
LABORATORIES, INC.
PH. 800-447-4962
626-937-4270
FAX 626-937-4279
www.chronomite.com



G1848 Eyewash, Wall Mounted, AutoFlow™ 90° Swing-Down



Units shown in plan view



Application: AutoFlow™ eyewash for mounting on wall. Spray heads swing down from storage to operational position, activating water flow. Available in a variety of spray head configurations to minimize obstructions at a sink. *Note: If unit is not installed at a sink, floor drain should be provided underneath unit to prevent accumulation of water on floor.*

Spray Head Assembly: Two GS-Plus™ spray heads. Each head has a “flip top” dust cover, internal flow control and filter to remove impurities from the water flow.

Valve: 1/2" IPS plug-type valve with Teflon® coated O-ring seals. Swinging head assembly from storage to operational position opens orifice and activates water flow. Unit remains in operation until head assembly is returned to storage position.

Strainer: Unit is furnished with in-line strainer to protect valve and spray heads from debris in water line.

Mounting: Valve is installed in Type 316 stainless steel housing. Mount housing on wall using anchors or other mounting hardware.

Construction: Polished chrome plated brass.

Supply: 1/2" NPT female inlet.

Sign: ANSI-compliant identification sign.

Quality Assurance: Unit is completely assembled and water tested prior to shipment.

Available Options

- DC Stainless steel dust cover for each spray head.
- TMV** G3600LF thermostatic mixing valve precisely blends hot and cold water to deliver warm (tepid) water as required by ANSI Z358.1-2014. Refer to “Tempering Units” section for complete technical and product selection information.

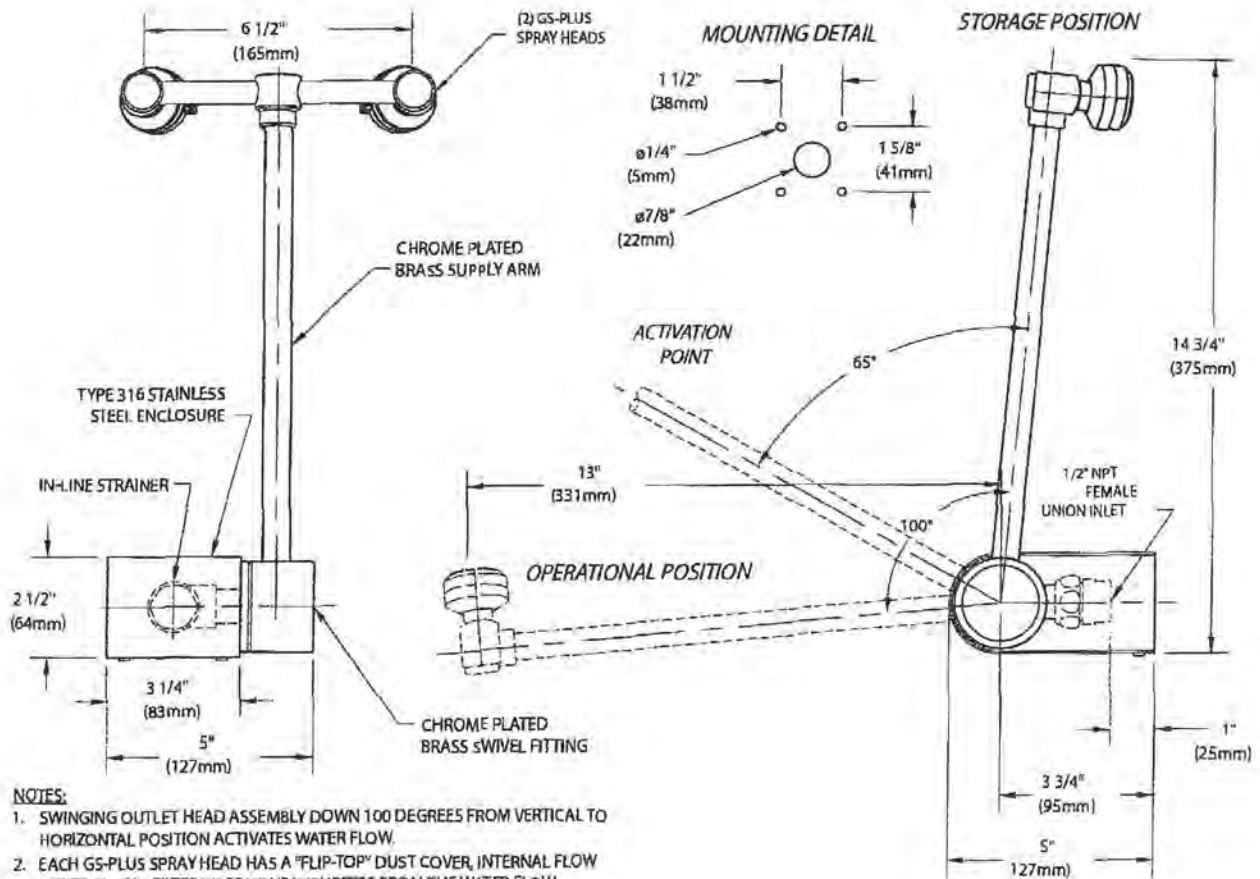
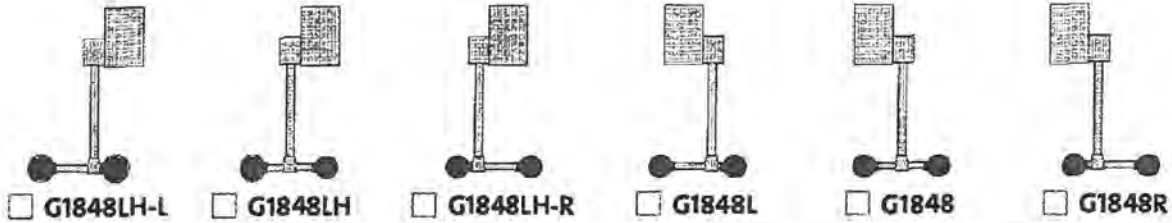




Guardian

Eyewashes

□ G1848 Eyewash, Wall Mounted, AutoFlow™ 90° Swing-Down



Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are $\pm 1/4"$ (6mm). rev. 0115

Sign Included



Guardian Equipment 312 447 8100 TELEPHONE
1140 N North Branch St. 312 447 8101 FACSIMILE
Chicago, IL 60642 gesafety.com

Listed 816. Units have been tested to and comply with ANSI Z358.1-2014 and the Uniform Plumbing Code.



EYL Listed 101498. Units have been tested to and comply with ANSI Z358.1-2014.





G3600 Tempering Valve, 6 Gallon Capacity

→ **G3600LF** Same as Above Except with Lead-free Valve Body in Order to Meet Low Lead Requirements

Application: Tempering valve to blend hot and cold water to deliver tepid water. Valve has flow capacity of 0.5 to 6 gallons per minute (GPM). Valve can be used with eyewash, eye/face wash, dual purpose eyewash/drench hose and drench hose units.

Temperature Control: Valve has bimetallic thermostat that senses incoming water temperature and automatically blends water to 85°F (29°C). High temperature limit stop is set to 90°F (32°C). Valve has dial thermometer on outlet to monitor temperature of delivered water. *Note: Valve may need to be adjusted when installed based on incoming water temperature. Refer to "Installation Instructions" for further information.*

Fail Safe: In event of restriction or failure of hot water supply, internal bypass allows valve to deliver cold water to emergency unit. In bypass mode, valve will deliver 4 GPM of cold water at 30 PSI flow pressure. In event of loss of cold water supply, valve will close and not deliver water.

Flow Capacity: Refer to chart below for flow capacity of valve at specified pressure drops:

System Pressure Drop (PSI)	5	10	15	20	25	30	35	40
Flow Rate (GPM)	2.5	4	5	6	7	8	8.5	9.5
System Pressure Drop (Bar)	0.3	0.7	1.0	1.4	1.7	2.1	2.4	2.8
Flow Rate (Liters per Minute)	9.5	15	19	23	27	30	32	36

Supply Temperature: Minimum hot water supply temperature is 140° F (60° C).

Supply Pressure: 30 PSI minimum supply pressure is required for proper operation of valve. Maximum supply pressure is 125 PSI.

Mounting: Furnished with heavy duty mounting bracket for securing valve to panel or wall.

Inlets: 1/2" nominal sweat female hot and cold water inlets. Each inlet has check valve and supply stop.

Outlet: 1/2" NPT female outlet.

Quality Assurance: Valve is completely assembled and water tested prior to shipment. Valve is certified to ASSE 1071.

Additional Models

- G3602** Same as above except valve is installed in surface mounted stainless steel cabinet.
- G3607** Same as above except valve is installed in recess mounted stainless steel cabinet.



IMPORTANT: Pursuant to ANSI Z358.1-2009, the water delivered by emergency equipment should be "tepid". Tepid is defined as moderately warm or lukewarm, and is generally considered to be between 60°F (15°C) and 90°F (32°C). However, in certain circumstances, a chemical reaction may be accelerated or otherwise affected by the water temperature. Please consult with a medical advisor to determine the optimum delivered water temperature prior to specifying, installing or using a tempering valve.

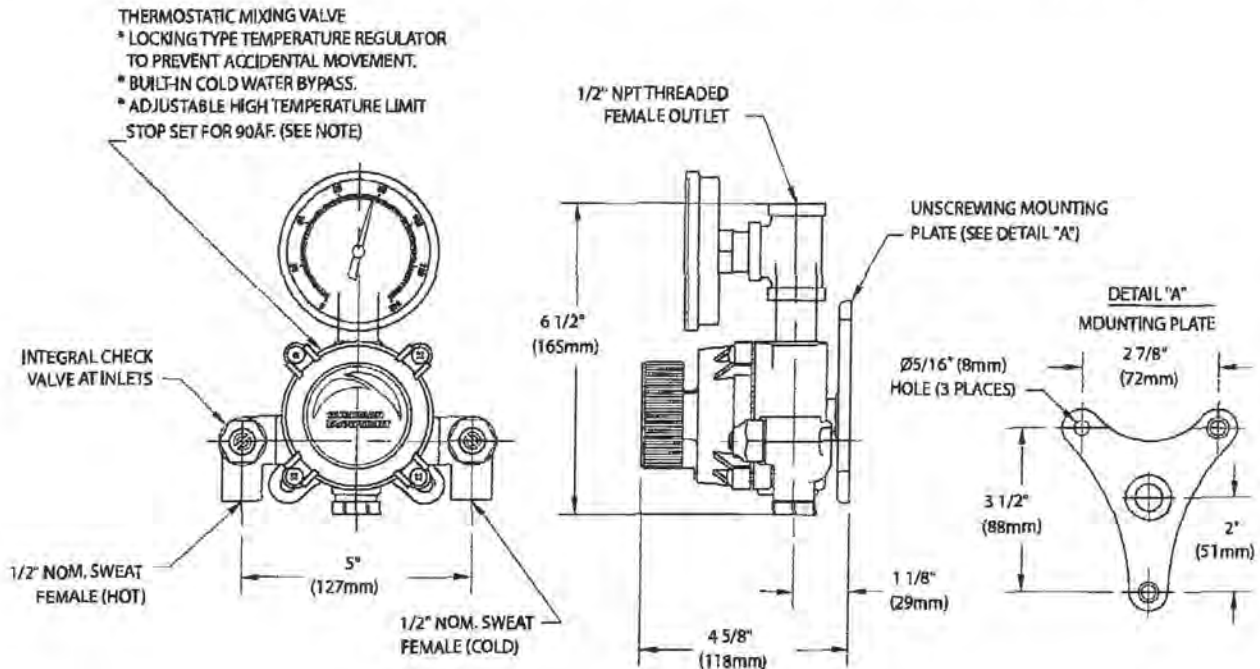
Tempering valves will not deliver the appropriate water temperature if the system has not been sized correctly. Please refer to the flow capacities and supply pressure requirements listed above when designing the tempered water system and selecting tempering valves.

Tempering valves, like all emergency eyewash and shower equipment, must be installed in accordance with the manufacturer's instructions and maintained on a regular basis. Under ANSI Z358.1-2009, all emergency equipment should be activated weekly and inspected at least annually. Tempering valves should be treated the same and, in addition, must be regularly cleaned and cycled.

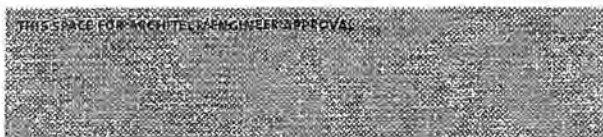




- G3600** Tempering Valve, 6 Gallon Capacity
- G3600LF** Same as Above Except with Lead-free Valve Body in Order to Meet Low Lead Requirements



1. As with all plumbing devices and emergency equipment, thoroughly flush supply lines prior to and after installation.
2. Install mounting bracket on panel or wall. Thread tempering valve securely onto mounting bracket. Valve must be installed in location where it is readily accessible for inspection, cleaning and maintenance.
3. Connect hot and cold water supply lines to valve. Connect outlet line to valve and then to inlet of emergency equipment.
4. Activate the water flow and check the temperature of the water delivered from the tempering valve and emergency equipment. Note that the temperature control knob on the tempering valve has been factory preset to deliver 85°F (29°C) tepid water and the high temperature limit stop has been factory preset at 90°F (32°C). These temperatures are based upon an incoming hot water supply at 140°F (60°C). If the incoming hot water temperature is higher than 140°F (60°C), the valve will deliver water that is warmer than 90°F (32°C). **In this case, the high temperature limit stop must be reset by the installer.**
5. To reset the high temperature limit stop:
 - While the water is running, turn the adjusting knob counterclockwise to the maximum hot water position.
 - Remove the knob and retaining ring, loosen the set screw and remove the limit stop.
 - Replace the handle on the valve stem and rotate the valve stem until the desired outlet water temperature is reached. Confirm the outlet water temperature on the outlet thermometer.
 - Replace the limit stop on the valve stem, positioned so that the limit stop is against the web on the LEFT side of the valve cover (i.e. the valve stem cannot be turned any further counterclockwise).
 - Replace the retaining ring, tighten set screw and replace knob.



Due to continuing product improvement, the information contained in this document is subject to change without notice. All dimensions are ± 1/4" (6.35mm). rev. 0714



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 076

Date:

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Dirty Lab Electric Water Heater		Submitted

Reference	Required By	Days Req	Amt Req
		0	6,950

Notes

We are submitting the above cost to provide a 60A circuit to feed the added electric water heater in the dirty lab. Please reference attached drawing for tentative routing. This includes a 1" conduit with #6 wire ran overhead through accessible ceiling and crawl space back to panel CH5 in the 2nd floor electric room, 1 pole 60A breaker, 60 A service disconnet and equipment connection to the new water heater.

Exclusions:

Cutting, patching, painting of drywall or any finished surfaces.
Installation of the water heater.
Premium time for off-hours work.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason

Description	Notes

Approved By:

Signature _____

Name _____ Date _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 76

CUST RFP#:

COR DESCRIPTION: Added Circuit for Electric Water Heater in Dirty Lab

DATE: 2/28/2018

TAKE OFF			
DESCRIPTION	MATERIAL	HOURS	
Conest	\$1,480.96	53.24	
Layout & Coordination	\$0.00	5.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
	\$0.00	0.00	
TOTAL	\$1,480.96	58.24	

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	58.24	\$85.30	\$4,968.07
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$4,968.07
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL LABOR			\$4,968.07
TOTAL LABOR			\$4,968.07

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$114.77
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL MATERIAL	\$1,595.73
15.00%	OVERHEAD & PROFIT	\$239.36
	TOTAL TAKEOFF MATERIAL	\$1,835.09

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	\$68.03
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
	SUBTOTAL DJE	\$68.03
15.00%	OVERHEAD & PROFIT	\$10.20
	TOTAL DJE	\$78.24

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL QUOTES	\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
	SUBTOTAL QUOTES	\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL QUOTES	\$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	SUBTOTAL SUBCONTRACTS	\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
	TOTAL SUBCONTRACTS	\$0.00

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	\$1,835.09
	QUOTED MATERIAL	\$0.00
	SUBCONTRACTORS	\$0.00
	LABOR EXPENSES	\$4,968.07
	DIRECT JOB EXPENSES	\$78.24
	SUBTOTAL CHANGE REQUEST	\$6,881.40
0.00%		\$0.00
0.00%		\$0.00
1.00%	BOND COSTS	\$68.81
	CHANGE PROPOSAL TOTAL	\$6,950

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFE

Labor Level: LABOR 1

28 Feb 2018 16:06:06

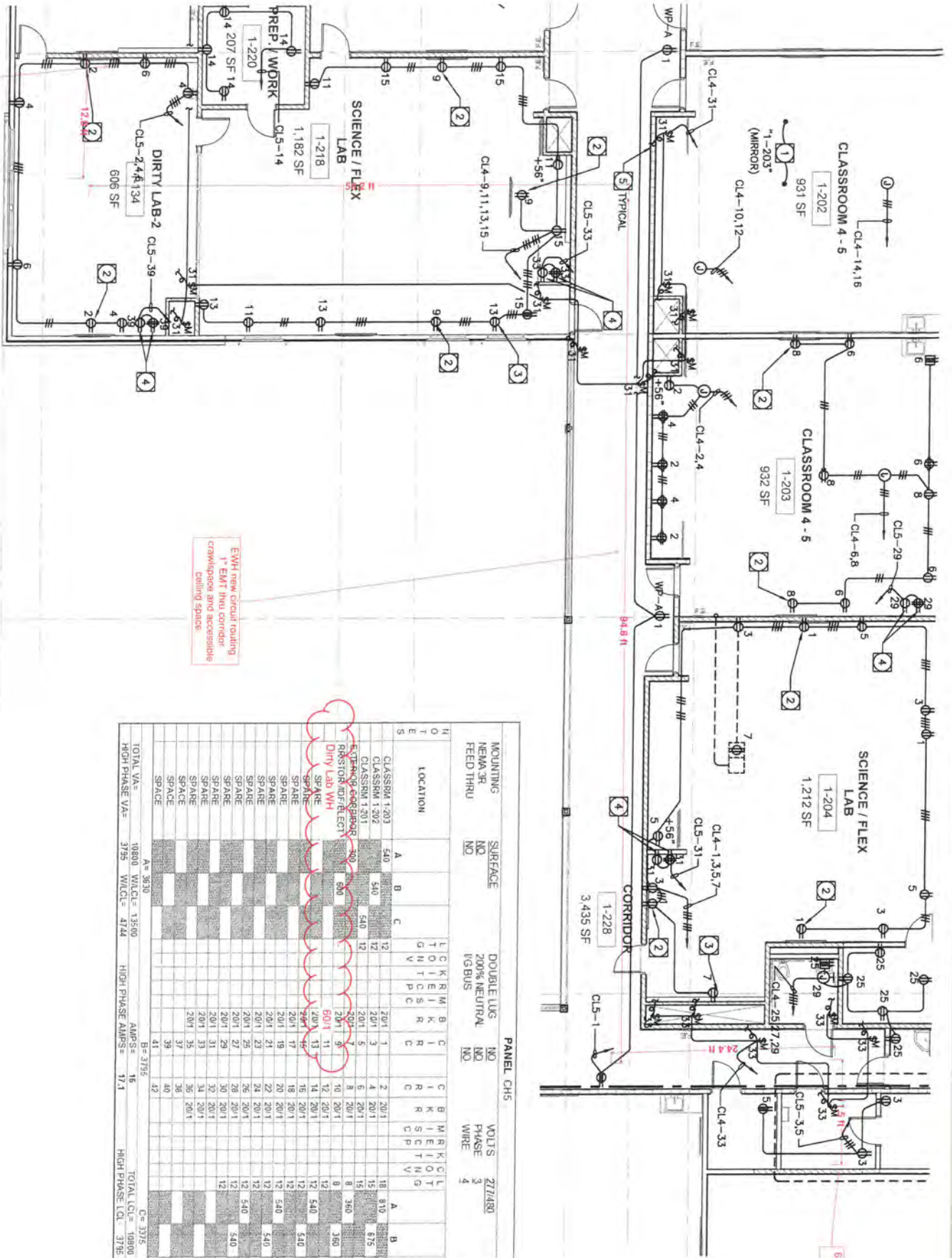
Region: COR 076 DIRTY LAB EWH

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
10048	220	FT	M	1	EMT	0.8285	182.26	0.0825	18.15
30128	26	EA	M	1	EMT STEEL-SS COUPLING	0.5841	15.19	0.0900	2.34
30554	3	EA	M	1	EMT LB CONDUIT BODY	19.0906	57.27	1.1250	3.38
30208	12	EA	M	1	EMT STEEL SS INS-THROAT CONNECTOR	0.6390	7.67	0.2400	2.88
62	40		M		CONDUIT SUPPORT 1/2"-1"	7.8000	312.00	0.2250	9.00
33	10		M		FIRESTOPPING 1/2" - 2"	25.0000	250.00	0.3300	3.30
110	1		M		DE ENERGIZE AND OPEN SWITCHBOARD	0.0000	0.00	2.0000	2.00
180096	1	EA	M	60/1	BOLT-ON BREAKER	155.0000	155.00	0.4700	0.47
68	1		M		HD SAFETY SWITCH 600V 60AMP	161.8999	161.90	2.2500	2.25
70036	460	FT	M	6.	THHN/THWN CU (STR)	0.5827	268.04	0.0110	5.06
100155	4	EA	M	6.	WIRE TERMINATION	0.0000	0.00	0.2200	0.88
70030	230	FT	M	10	THHN/THWN CU (SOL)	0.1897	43.62	0.0070	1.61
100153	4	EA	M	10	WIRE TERMINATION	0.0000	0.00	0.1800	0.72
TITLE	1		M	1	LIQUIDITTE COND WHIP	0.0000	0.00	0.0000	0.00
50075	1	FT	M	1	LIQUIDITTE CONDUIT	2.0835	2.08	0.0750	0.08
50086	1	EA	M	1	LIQUIDITTE ANGLE CONNECTOR	10.3297	10.33	0.2880	0.29
50097	1	EA	M	1	LIQUIDITTE STRAIGHT CONNECTOR	4.1734	4.17	0.2400	0.24
40209	2	EA	M	1	GRD BUSHING INSULATED	5.7096	11.42	0.3000	0.60

Phase Totals: **1,480.96** **53.24**
 Job Totals: **1,480.96** **53.24**

TAFE Electric Company
 1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.tafeelectric.com



Electric WHA exact location TBD

EWB new circuit routing 1" EMT thru corridor crawlspace and accessible ceiling space

60A 277V circuit fed from 277V 480V Panel CH5

MOUNTING NEW/RE FEED THRU	SURFACE NO	DOUBLE BUS 200% NEUTRAL IGBUS	NO CIR NO	CIR NO	MARKING	VOLTS PHASE WIRE	PANEL CH5			MLO 225A BUS AIC SERIES
							A	B	C	
CLASSRM 1-203	540		2/01	1		18	810			CLASSRM 1-204
CLASSRM 1-202	540		2/01	3		15	875			PREP/WORK 1-209
CLASSRM 1-201	540		2/01	5		15	860			DIRTY LAB 1-214
DIRTY LAB 1-208	600		2/01	9		8	360			DIRTY LAB 2 1-234
DIRTY LAB 1-213	600		2/01	11		8	360			DIRTY LAB 1 1-233
DIRTY LAB 1-212	600		2/01	13		12	540			CLASSRM 1-212
DIRTY LAB 1-211	600		2/01	15		12	540			CLASSRM 1-210
DIRTY LAB 1-210	600		2/01	17		12	540			CLASSRM 1-209
DIRTY LAB 1-209	600		2/01	19		12	540			CLASSRM 1-207
DIRTY LAB 1-207	600		2/01	21		12	540			CLASSRM 1-205
DIRTY LAB 1-206	600		2/01	23		12	540			CLASSRM 1-208
DIRTY LAB 1-205	600		2/01	25		12	540			CLASSRM 1-211
DIRTY LAB 1-204	600		2/01	27		12	540			CLASSRM 1-213
DIRTY LAB 1-203	600		2/01	29		12	540			SPARE
DIRTY LAB 1-202	600		2/01	31		12	540			SPARE
DIRTY LAB 1-201	600		2/01	33		12	540			SPARE
DIRTY LAB 1-200	600		2/01	35		12	540			SPARE
DIRTY LAB 1-199	600		2/01	37		12	540			SPARE
DIRTY LAB 1-198	600		2/01	39		12	540			SPARE
DIRTY LAB 1-197	600		2/01	41		12	540			SPARE
DIRTY LAB 1-196	600		2/01	43		12	540			SPARE
DIRTY LAB 1-195	600		2/01	45		12	540			SPARE
DIRTY LAB 1-194	600		2/01	47		12	540			SPARE
DIRTY LAB 1-193	600		2/01	49		12	540			SPARE
DIRTY LAB 1-192	600		2/01	51		12	540			SPARE
DIRTY LAB 1-191	600		2/01	53		12	540			SPARE
DIRTY LAB 1-190	600		2/01	55		12	540			SPARE
DIRTY LAB 1-189	600		2/01	57		12	540			SPARE
DIRTY LAB 1-188	600		2/01	59		12	540			SPARE
DIRTY LAB 1-187	600		2/01	61		12	540			SPARE
DIRTY LAB 1-186	600		2/01	63		12	540			SPARE
DIRTY LAB 1-185	600		2/01	65		12	540			SPARE
DIRTY LAB 1-184	600		2/01	67		12	540			SPARE
DIRTY LAB 1-183	600		2/01	69		12	540			SPARE
DIRTY LAB 1-182	600		2/01	71		12	540			SPARE
DIRTY LAB 1-181	600		2/01	73		12	540			SPARE
DIRTY LAB 1-180	600		2/01	75		12	540			SPARE
DIRTY LAB 1-179	600		2/01	77		12	540			SPARE
DIRTY LAB 1-178	600		2/01	79		12	540			SPARE
DIRTY LAB 1-177	600		2/01	81		12	540			SPARE
DIRTY LAB 1-176	600		2/01	83		12	540			SPARE
DIRTY LAB 1-175	600		2/01	85		12	540			SPARE
DIRTY LAB 1-174	600		2/01	87		12	540			SPARE
DIRTY LAB 1-173	600		2/01	89		12	540			SPARE
DIRTY LAB 1-172	600		2/01	91		12	540			SPARE
DIRTY LAB 1-171	600		2/01	93		12	540			SPARE
DIRTY LAB 1-170	600		2/01	95		12	540			SPARE
DIRTY LAB 1-169	600		2/01	97		12	540			SPARE
DIRTY LAB 1-168	600		2/01	99		12	540			SPARE
DIRTY LAB 1-167	600		2/01	101		12	540			SPARE
DIRTY LAB 1-166	600		2/01	103		12	540			SPARE
DIRTY LAB 1-165	600		2/01	105		12	540			SPARE
DIRTY LAB 1-164	600		2/01	107		12	540			SPARE
DIRTY LAB 1-163	600		2/01	109		12	540			SPARE
DIRTY LAB 1-162	600		2/01	111		12	540			SPARE
DIRTY LAB 1-161	600		2/01	113		12	540			SPARE
DIRTY LAB 1-160	600		2/01	115		12	540			SPARE
DIRTY LAB 1-159	600		2/01	117		12	540			SPARE
DIRTY LAB 1-158	600		2/01	119		12	540			SPARE
DIRTY LAB 1-157	600		2/01	121		12	540			SPARE
DIRTY LAB 1-156	600		2/01	123		12	540			SPARE
DIRTY LAB 1-155	600		2/01	125		12	540			SPARE
DIRTY LAB 1-154	600		2/01	127		12	540			SPARE
DIRTY LAB 1-153	600		2/01	129		12	540			SPARE
DIRTY LAB 1-152	600		2/01	131		12	540			SPARE
DIRTY LAB 1-151	600		2/01	133		12	540			SPARE
DIRTY LAB 1-150	600		2/01	135		12	540			SPARE
DIRTY LAB 1-149	600		2/01	137		12	540			SPARE
DIRTY LAB 1-148	600		2/01	139		12	540			SPARE
DIRTY LAB 1-147	600		2/01	141		12	540			SPARE
DIRTY LAB 1-146	600		2/01	143		12	540			SPARE
DIRTY LAB 1-145	600		2/01	145		12	540			SPARE
DIRTY LAB 1-144	600		2/01	147		12	540			SPARE
DIRTY LAB 1-143	600		2/01	149		12	540			SPARE
DIRTY LAB 1-142	600		2/01	151		12	540			SPARE
DIRTY LAB 1-141	600		2/01	153		12	540			SPARE
DIRTY LAB 1-140	600		2/01	155		12	540			SPARE
DIRTY LAB 1-139	600		2/01	157		12	540			SPARE
DIRTY LAB 1-138	600		2/01	159		12	540			SPARE
DIRTY LAB 1-137	600		2/01	161		12	540			SPARE
DIRTY LAB 1-136	600		2/01	163		12	540			SPARE
DIRTY LAB 1-135	600		2/01	165		12	540			SPARE
DIRTY LAB 1-134	600		2/01	167		12	540			SPARE
DIRTY LAB 1-133	600		2/01	169		12	540			SPARE
DIRTY LAB 1-132	600		2/01	171		12	540			SPARE
DIRTY LAB 1-131	600		2/01	173		12	540			SPARE
DIRTY LAB 1-130	600		2/01	175		12	540			SPARE
DIRTY LAB 1-129	600		2/01	177		12	540			SPARE
DIRTY LAB 1-128	600		2/01	179		12	540			SPARE
DIRTY LAB 1-127	600		2/01	181		12	540			SPARE
DIRTY LAB 1-126	600		2/01	183		12	540			SPARE
DIRTY LAB 1-125	600		2/01	185		12	540			SPARE
DIRTY LAB 1-124	600		2/01	187		12	540			SPARE
DIRTY LAB 1-123	600		2/01	189		12	540			SPARE
DIRTY LAB 1-122	600		2/01	191		12	540			SPARE
DIRTY LAB 1-121	600		2/01	193		12	540			SPARE
DIRTY LAB 1-120	600		2/01	195		12	540			SPARE
DIRTY LAB 1-119	600		2/01	197		12	540			SPARE
DIRTY LAB 1-118	600		2/01	199		12	540			SPARE
DIRTY LAB 1-117	600		2/01	201		12	540			SPARE
DIRTY LAB 1-116	600		2/01	203		12	540			SPARE
DIRTY LAB 1-115	600		2/01	205		12	540			SPARE
DIRTY LAB 1-114	600		2/01	207		12	540			SPARE
DIRTY LAB 1-113	600		2/01	209		12	540			SPARE
DIRTY LAB 1-112	600		2/01	211		12	540			SPARE
DIRTY LAB 1-111	600		2/01	213		12	540			SPARE
DIRTY LAB 1-110	600		2/01	215		12	540			SPARE
DIRTY LAB 1-109	600		2/01	217		12	540			SPARE
DIRTY LAB 1-108	600		2/01	219		12	540			SPARE
DIRTY LAB 1-107	600		2/01	221		12	540			SPARE
DIRTY LAB 1-106	600		2/01	223		12	540			SPARE
DIRTY LAB 1-105	600		2/01	225		12	540			SPARE
DIRTY LAB 1-104	600		2/01	227		12	540			SPARE
DIRTY LAB 1-103	600		2/01	229		12	540			SPARE
DIRTY LAB 1-102	600		2/01	231		12	540			SPARE
DIRTY LAB 1-101	600		2/01	233		12	540			SPARE
DIRTY LAB 1-100	600		2/01	235		12	540			SPARE
DIRTY LAB 1-99	600		2/01	237		12	540			SPARE
DIRTY LAB 1-98	600		2/01	239		12	540			SPARE
DIRTY LAB 1-97	600		2/01	241		12	540			SPARE
DIRTY LAB 1-96	600		2/01	243		12	540			SPARE
DIRTY LAB 1-95	600		2/01	245		12	540			SPARE
DIRTY LAB 1-94	600		2/01	247		12	540			SPARE
DIRTY LAB 1-93	600		2/01	249		12	540			SPARE
DIRTY LAB 1-92	600		2/01	251		12	540			SPARE
DIRTY LAB 1-										

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 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 Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court 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 **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **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.
- 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.
- 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-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty –Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 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 **Exhibit A** 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.

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. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall 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 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 at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- 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.
- 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 Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA 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:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

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
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

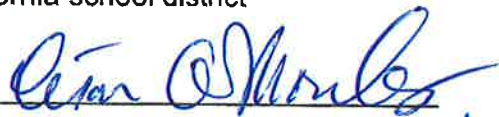
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 16, 2018**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category: _____
- D. Action Items X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2017-18 Collective Bargaining Agreement (Vaca)

The Oxnard School District (District) and the Oxnard Educators Association have reached a tentative agreement for the 2017-2018 school contract year. The negotiating teams met from October 2017 through April 2018. The following individuals participated in the sessions:

OEA Bargaining Team

Robin Lefkovits, OEA President
Anjanette Carrillo, Teacher, PAR TOSA
Manuel Hernandez, Teacher, Ritche
Patty Zamora, Teacher, Haydock
Stacie Thurman, Teacher, Harrington
Brenda Centeno, Teacher, Marina West
Mary Jordan, CTA Union Representative

District Bargaining Team

Dr. Jesus Vaca, Asst. Superintendent, HR
Janet Penanhoat, Asst. Superintendent
Business and Fiscal Services
Dr. Edd Bond, Director, Certificated HR
Greg Brisbane, Principal, Haydock
Dr. Jodi Nocero, Principal, Kamala
Dr. Ana DeGenna, Director, DLI Programs
Paulina Pierce, Recording Secretary

The following articles were revised:

- ARTICLE VI: LEAVES OF ABSENCE
- ARTICLE X: PEER ASSISTANCE AND REVIEW
- ARTICLE XI: WORKING HOURS
- ARTICLE XV: PROFESSIONAL GROWTH
- ARTICLE XIX: SALARIES
- ARTICLE XXVIII: TERM OF AGREEMENT
- ARTICLE XXX: ELEMENTARY TK-5 COMPENSATION
- ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION
- MOU GRADE SPAN ADJUSTMENT
- MOU HEALTH INSURANCE PLAN OPT OUT FUNDS
- MOU LEAVES OF ABSENCE, PARENTAL LEAVE

FISCAL IMPACT:

\$734,880 from the general fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2017-2018 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), as presented.

ADDITIONAL MATERIAL(S):

- Revisions to 2017-18 Collective Bargaining Agreement between the District and OEA (nine pages)
- MOUs re: grade span adjustment, health insurance plan opt-outs, and leaves of absence/parental leave (three pages)
- 2017-18 Salary Schedule (Credentialed Teachers) (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 VI: LEAVES OF ABSENCE

PREGNANCY DISABILITY LEAVE (PDL)

3. Bargaining unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated, and differential pay sick leave *and Parental Leave* has been exhausted (Federal Family Leave Act, California Family Rights Act and Government Code Section 12945). The date on which the bargaining unit member shall resume duties shall be determined by the bargaining unit member on leave and the bargaining unit member's physician; provided, however, that the District management may require a verification of the extent of disability.

CHILD BONDING PARENTAL LEAVE

Under California Family Rights Act (CFRA 2016), California Ed. Code 44977.5, and the Federal Family Leave and Medical Leave Act of 1993 (FMLA), a bargaining unit member may elect to utilize up to twelve (12) weeks of *Child Bonding Parental Leave* occasioned by the birth of a bargaining unit member's child, or for placement of a child in connection with the bargaining unit member's or adoption of a child or foster child placement care.

The twelve (12) week *Child Bonding Parental Leave* shall run consecutively to the bargaining unit member's commencement at the conclusion of the Pregnancy Disability Leave. The twelve (12) week *Child Bonding Parental Leave* shall run concurrently with Sick Leave Use for Adoption/Paternity/Foster Care for the a bargaining unit member's birth, adoption of a child, or foster child placement care.

A bargaining unit member has the option of using any accumulated Personal Illness Leave for the twelve (12) week *Child Bonding Parental Leave*. Under CFRA regulations, the minimum duration of the leave shall be two (2) week blocks of time, except the District must grant a request for leave of less than two (2) weeks duration on any two (2) occasions. Parental leave must be utilized during the first year following the birth or placement of a child with the bargaining unit member.

If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week *Child Bonding Parental Leave*, and continues to be absent from his or her duties on account of *Child Bonding Parental Leave*, the amount deducted from the bargaining unit member's salary for the remainder of the twelve (12)

weeks shall *not exceed* be the amount listed on the Substitute Teacher Salary schedule for regular or long term substitutes, or if no substitute is employed, the amount which would have been paid to a substitute employee *or fifty (50) percent of their salary due, whichever is the lesser amount* ~~per the substitute salary schedule.~~

~~An employee~~ *A bargaining unit member* shall not be provided more than one twelve (12) week period for ~~Child-Bonding Parental Leave~~ *Parental Leave* per Pregnancy Disability Leave (*PDL*) or Adoption/Paternity/Foster Care Leave. However, if a school year terminates before the twelve (12) week period is exhausted; the ~~employee~~ *bargaining unit member* may take the balance of the twelve (12) week period in the subsequent school year.

FAMILY CARE AND MEDICAL LEAVE

1. Leaves Eligible *bargaining* unit members may take leaves under this Article for the birth, adoption, *of a child*, or foster ~~care~~ *of a child placement*, the serious health condition of the unit member's child, parent or spouse and the unit member's own serious health condition except for disability caused by pregnancy, childbirth or related medical conditions.

5. Coordination of Benefits Unit members will be required to use all accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for under this agreement such as personal leave, five month differential pay, immediate family accident/illness leave and family care leave concurrently with leaves taken for the birth or ~~placement~~ *adoption* of a child, *foster care placement*, or to care for an ill family member. Leave for which the employee is eligible under Government Code section 12945 shall not count against, but shall be in addition to, family care leave. However, a unit member may not be required to use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent or spouse with a serious health condition, unless mutually agreed to by the unit member and the District. Unit members who take leaves for their own serious health condition will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid or unpaid leaves provided for in this agreement.

ARTICLE X: PEER ASSISTANCE AND REVIEW

PREAMBLE: The Oxnard Educators Association and the Oxnard School District strive to provide the highest possible quality of education to the students of Oxnard. Both parties agree that optimum student performance can be achieved only if there is a highly qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, *benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Consulting Teacher in collaboration with the Participating Teacher. The activities shall be designed to strengthen the Participating Teacher's skill and expertise in accordance with the California Standards for the Teaching Profession in the following areas: mastery of content, instructional skills and techniques, classroom management, planning and designing lessons for all children, assessment of student progress toward established standards and appropriate learning environment. ~~even the most skilled, must focus for continuous improvement in their professional practice.~~* Therefore, the parties agree to cooperate in the design and implementation of a Peer Assistance and Review program (PAR) to improve the quality of instruction.

A. **Referred Teacher Participants (RTP)**

1. Permanent unit members who exhibit performance deficiencies in the Formal Observation process, and have received a "Needs Improvement" rating by the site evaluator in one or more of Parts 1, 2, 3 or 4 *of the Standards for the Teaching Profession*, may participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

2. Permanent unit members who exhibit performance deficiencies and have received a "Needs Improvement" rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4 *of the Standards for the Teaching Profession*, shall be required to participate in a Performance Improvement Plan; PAR may be one of the components of any such Performance Improvement Plan.

3. Permanent unit members who exhibit performance deficiencies and have received an "Unsatisfactory" rating by the site evaluator on the Evaluation of Certificated Personnel Summary Evaluation Report in one or more of Parts 1, 2, 3 or 4 *of the Standards for the Teaching Profession*, shall be required to participate in the PAR program as an intervention.

4. *During the period of assistance, the RTP's performance relative to the PAR program shall be the joint responsibility of the PAR panel and Consulting Teacher, in collaboration with the principal.*

4-5. The PAR committee will forward the final report to the Governing Board.

5-6. The results of the participating teacher's participation in the PAR program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et. Seq.

B. Volunteer Teacher Participants (VTP)

1. A permanent unit member who seeks to improve his/her teaching performance may request the PAR committee to assign a consulting teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the consulting teacher will play no role in the evaluation of the teaching performance of a volunteer teacher participant. The VTP may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request. *All communication and documentation between the Consulting Teacher and the VTP shall be confidential and, without the consent of the VTP, will not be shared with others including the site principal and/or evaluator. Any documentation produced while the teacher is a VTP shall be the property of the Volunteer Participating Teacher.*

C. Non-Permanent Teacher Participants (NPTP)

Consulting Teachers

1. A consulting teacher is a ~~tenured~~ *permanent* unit member who provides assistance to a participating teacher pursuant to the PAR program. Consulting teachers will possess the following qualifications:

a. At least five (5) years of recent experience in the
Oxnard School District as a teacher.

f. Familiar with the California Standards for the ~~T~~teaching ~~P~~profession.

3. In order to fill a position of consulting teacher, *the District shall inform all bargaining unit members via email and posted on the District website (Article VII: Transfers and Reassignments).* ~~a notice of vacancy will be posted at all sites and in the~~

~~District office.~~ In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a consulting teacher.

8. The term of a consulting teacher will be ~~three (3)~~ *four (4)* years. *If there are two or more full time consulting teachers, their terms will be staggered.* A teacher may not serve consecutive terms in the position of a consulting teacher. A consulting teacher may reapply after returning for one year to the classroom.

9. In addition to the regular salary, a consulting teacher will receive per diem pay for all days worked beyond the regular work year. *The PAR teacher's work year will include up to five (5) additional work days scheduled prior to the beginning of the work year, and/or during non-instructional days during or following the regular work year. The PAR teacher shall receive a mileage stipend of 125 miles per month at the IRS approved per diem rate for using his/her personal vehicle in performance of work for the Oxnard School District.*

10. *For transfer purposes, a full-time consulting teacher will maintain site rights at hi/her most recent site.* Consulting teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.

11. Full time consulting teachers shall have a caseload determined by a ratio of consulting teachers to participating teachers. This ratio is dependent on the amount of intervention time determined by the PAR committee and consulting teachers. *If the number of voluntary and involuntary participants expands beyond the full-time consulting teachers'(s)' capacity, part-time consulting teachers can be hired. Part-time consulting teachers will receive up to twelve (12) hours of one and one half the current hourly pay per month to provide afterschool assistance and may request release time (up to fifteen half days) to assist during the school day. All positions will be advertised district-wide and will be subject to the same hiring procedures as full-time consulting teachers. A former full-time consulting teacher may serve as a part-time teacher when his/her term expires.*

12. The PAR program encourages a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review. Prior to working with a participating teacher, the consulting teacher *shall meet*

with the Referred Teacher Participant and the principal to discuss the performance goals, develop the improvement plan and develop a process for determining successful completion of the PAR program. will meet with the principal or immediate supervisor to review and discuss the case.

13. ~~At the request of the participating teacher or the consulting teacher, the PAR committee may assign a different consulting teacher to work with the teacher at any time during the year. The Consulting Teacher shall conduct multiple observations of the RTP during classroom instruction, and shall assist participating teachers by demonstrating, observing, coaching, conferencing, referring or providing other activities that will assist the RTP.~~

14. *The Consulting Teacher shall monitor the progress of the RTP and shall provide periodic written reports to the RTP and principal for discussion and review. A copy of each of the Consulting Teacher's reports shall be discussed with the RTP and he/she shall receive a copy of the report. The Consulting Teacher shall submit a Summary Evaluation to the Par Panel.*

14 5. The District agrees to indemnify and hold harmless the Association, any Association members on the PAR committee, and consulting teachers for any liability arising out of their participation in the PAR program as provided in Education Code Section 44503 Subdivision (c) and Government Code Section 820.2.

ARTICLE XI: WORKING HOURS

4. Extended Day Transitional Kindergarten/Kindergarten (TK/K) Program

- a. Lunch for the extended day TK/K program shall be the same number of minutes as the primary lunch on site.
- b. The maximum number of instructional minutes for TK/K will not exceed 49,680 minutes.
- c. Each extended day TK/K class will be provided with 90 minutes of paraeducator help per day. This will be renegotiated if class size increases to above 26 students per class.

4-5. Release Time for Assessment

5-6. Yard Duty

ARTICLE XV: PROFESSIONAL GROWTH

1. All units of credit for advancement on the salary schedule must be semester units or equivalent and must be graduate or upper division credit with prior approval by the Board. Lower division *units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.* Course work in reading/writing and/or conversational Spanish and computers are acceptable, and credit may be given for other lower division courses with approval of the Board.

ARTICLE XIX: SALARIES

1. Effective July 1, 2016⁷ the base certificated salary schedule shall be increased by ~~2.85~~1%.

6. SUMMER SCHOOL, INTERSESSION, AND SATURDAY SCHOOL, and EXTENDED SCHOOL YEAR

The Summer School/Intersession/Saturday School/Extended School Year rate of pay shall be based upon 1.5 times the rate of pay in Schedule II. There will be at least one hour paid preparation time for every four (4) hours worked.

ARTICLE XXVIII: TERM OF AGREEMENT

This agreement shall remain in full force and effect up to and including June 30, 2017 8 and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, 2017 8, or March 15 of any successive year, and no later than April 15, 2017 8 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. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.

ARTICLE XXX: ELEMENTARY (K-6) (TK-5) COMPENSATION

(Title change only)

ARTICLE XXXI: SPECIALIZED JOB CLASSIFICATION

Teachers on Special Assignment (Site TOSAs)

1. Teachers on Special Assignment will have a minimum of ~~3~~ *five (5)* years of classroom teaching experience.
2. The term for a Teacher on Special Assignment will be ~~3~~ *four (4)* consecutive years. At the end of that time, ~~the position will be advertised district wide per contract and the teacher may reapply~~ *the teacher will return to the classroom for a minimum of one (1) year, and then may reapply for open positions.*

Teachers on Special Assignment (District TOSAs)

1. *Teachers on Special Assignment will be five (5) years of classroom experience.*
2. *The term for a Teacher on Special Assignment will be four (4) consecutive years. At the end of that time, the teacher will return to the classroom for a minimum of one year, and then may reapply for open positions.*
3. *For transfer purposes, a District TOSA will maintain site rights at his/her most recent site. District TOSAs will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.*

4. *All Teachers on Special Assignment will have scheduled hours from 8:30 – 3:30 (inclusive of a 40 minute lunch). If job duties require working beyond the scheduled work day, their hours may be adjusted or they will be compensated at Schedule II. All schedule changes require mutual consent and reasonable advance notification.*
5. *All Teachers on Special Assignment may be required to attend one staff meeting per week scheduled to conclude no later than the end of the eight (8) hour day.*

K-2 Reading Teachers

1. *K-2 Reading Teachers will have a minimum of five (5) years teaching experience (must include a one (1) year of full-time classroom teaching within the past five (5) years.*
2. *The term for a K-2 Reading Teacher will be four (4) consecutive years. The teacher may reapply for the position at the end of the four (4) year term.*
3. *A district pool will be selected and school placement will be based on teacher preference by seniority in the district.*
4. *During the first three (3) instructional days of the school year, all K-2 Reading Teachers will attend district training/professional development in order to coordinate services to sites.*
5. *For transfer purposes, a K-2 Reading Teacher will maintain site rights at his/her most recent site. K-2 Reading Teachers will be guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.*
6. *K-2 Reading Teachers shall not be used to substitute in the event of a substitute shortage.*

APPENDIX B: 2016-2017 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

6. *Lower division course work credit is only given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.*

Memorandum of Understanding
between the Oxnard School District and the Oxnard Educators Association
March 20, 2018

The Oxnard School District and the Oxnard Educators Association agree to the following with respect to Article VI: Leaves of Absence, Parental Leave from January 2018 to June 2019.

If a bargaining unit member exhausts his/her accumulated sick leave prior to the expiration of the twelve (12) week Parental Leave, and continues to be absent from his or her duties on account of Parental Leave, the amount deducted from the bargaining unit member's salary for the remainder of the twelve (12) weeks shall be the amount listed on the Substitute Teacher Salary schedule for regular or long term substitutes, or if no substitute is employed, the amount which would have been paid to a substitute employee, or fifty (50) percent of their salary due, whichever is the lesser amount.

This Memorandum of Understanding shall be effective from January 1, 2018 and sunset on June 30, 2019.

Dated: March 20, 2018
For the District:



For OEA:



Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators Association
April 17, 2018

The Oxnard School District and the Oxnard Educators Association agree to the following language for use of the funds generated by OEA Members who opt-out of the health plan:

For the 2018-2019 School Year:

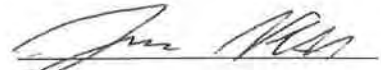
The amount of funds available for the opt-out funds from 2017-2018 is \$859,216.80. Based on current active enrollees of 738, the amount available for the 738 actives is \$1164.25/year or \$105.84/month (11 months). The CAP will be increased to \$14,382.97/year or \$1198.58 /month (12 months) for the 2018-2019 fiscal year.

These numbers may be adjusted based on the number of OEA opt-outs and the number of OEA active enrollees.

This Memorandum of Understanding shall sunset on June 30, 2019.



Oxnard Educators Association



Oxnard School District

4-17-18

Date

4-17-18

Date

**Memorandum of Understanding
Between the Oxnard School District and the Oxnard Educators
Association
3rd Counter Proposal**

April 17, 2018

Time:

The Oxnard School District and the Oxnard Educators Association agree to the following alternative class size language for the implementation of Grade Span Adjustment:

For the 2018-2019, and 2019-2020 School Years:

1. For the 2018-2019 and 2019-2020 school years, the school wide grade level class size average at each site in Transitional Kindergarten and Kindergarten (SEI, TBE, and DLI) and Grade 1 (SEI, TBE, and DLI) shall be 24:1, with no individual class exceeding twenty-six (26) students.
2. The school wide grade level class size average in Grades 2 and 3 (SEI, TBE and DLI) shall be 26:1, with no individual class exceeding twenty-seven (27) students. In the event that a class in Grade 2 or 3 exceeds the cap of twenty-seven (27) students, the teacher of that class shall receive additional compensation equal to \$45 per month for each student over the cap. This will apply whether a student is in the class for one (1) day or the entire month.
3. The class size in grades 4 and 5 in any school will not exceed thirty-four (34) students. In the event that a class in grade 4 or 5 exceeds thirty-four (34) students the teacher of that class shall receive additional compensation equal to \$45.00 per month for each student over thirty-four (34). This will apply whether a student is in the class for one (1) day or the entire month.
4. The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students. All combination class teachers will be allowed up to two (2) hours extra hourly pay for classroom planning and preparation. *per week.

The District shall maintain the above described school wide grade level class sizes. The District and OEA will also begin negotiations in the 2019-2020 school year regarding class size and review existing and new facilities options and enrollment figures.

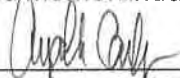
In the event District enrollment reaches 18,000 students:

In the event District enrollment reaches 18,000 students, this agreement will sunset and the District and OEA will re-open negotiations on class size for the implementation of Grade Span Adjustment.

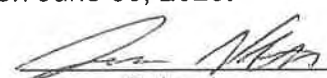
In the event District enrollment declines to 16,000 students:

In the event District enrollment declines to 16,000 students in any year, the District shall implement districtwide site class size averages in TK through 3 of 24:1 with no individual class exceeding twenty-six (26) students.

This Memorandum of Understanding shall sunset on June 30, 2020.



Oxnard Educators Association



Oxnard School District

4-17-18

Date

4-17-18

Date



OXNARD SCHOOL DISTRICT

1051 South "A" Street
 Oxnard, California 93030

805/385-1501 www.oxnardsd.org

2017-18 SALARY SCHEDULE (CREDENTIALLED TEACHERS)

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 48,629	\$ 48,269	\$ 49,621	\$ 52,429	\$ 55,233	\$ 58,027
Step 2	\$ 48,269	\$ 48,782	\$ 51,706	\$ 54,632	\$ 57,547	\$ 60,469
Step 3	\$ 48,269	\$ 50,839	\$ 53,875	\$ 56,923	\$ 59,964	\$ 63,007
Step 4	\$ 49,803	\$ 52,972	\$ 56,134	\$ 59,307	\$ 62,480	\$ 65,658
Step 5	\$ 51,886	\$ 55,195	\$ 58,499	\$ 61,803	\$ 65,110	\$ 68,411
Step 6	\$ 54,072	\$ 57,512	\$ 60,951	\$ 64,395	\$ 67,839	\$ 71,289
Step 7	\$ 56,344	\$ 59,925	\$ 63,508	\$ 67,103	\$ 70,700	\$ 74,279
Step 8	\$ 58,711	\$ 62,448	\$ 66,177	\$ 69,923	\$ 73,661	\$ 77,401
Step 9	\$ 61,171	\$ 65,073	\$ 68,957	\$ 72,860	\$ 76,752	\$ 80,650
Step 10	\$ 63,743	\$ 67,792	\$ 71,851	\$ 75,921	\$ 79,975	\$ 84,036
Step 11	\$ 66,423	\$ 70,644	\$ 74,862	\$ 79,111	\$ 83,333	\$ 87,570
Step 12	\$ 69,215	\$ 73,609	\$ 78,011	\$ 82,429	\$ 86,834	\$ 91,245
15 yrs**	\$ 71,811	\$ 76,369	\$ 80,937	\$ 85,521	\$ 90,090	\$ 94,667
18 yrs**	\$ 72,676	\$ 77,290	\$ 81,912	\$ 86,551	\$ 91,176	\$ 95,807
21 yrs**	\$ 73,541	\$ 78,210	\$ 82,887	\$ 87,581	\$ 92,261	\$ 96,948
24 yrs**	\$ 74,406	\$ 79,130	\$ 83,862	\$ 88,612	\$ 93,346	\$ 98,089
27 yrs**	\$ 75,271	\$ 80,050	\$ 84,837	\$ 89,642	\$ 94,432	\$ 99,229
30 yrs**	\$ 76,137	\$ 80,970	\$ 85,812	\$ 90,672	\$ 95,517	\$ 100,370
33 yrs**	\$ 77,002	\$ 81,890	\$ 86,787	\$ 91,703	\$ 96,603	\$ 101,510
36 yrs**	\$ 77,867	\$ 82,810	\$ 87,763	\$ 92,733	\$ 97,688	\$ 102,651

CLASS (Education). All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

STEP (Experience). Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

VERIFICATIONS. Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

DEGREE INCREMENTS in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

SPECIAL STIPENDS. An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

****ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 15th year-3.75%, 18th year-5%, 21^s year-6.25%, 24th year-7.5%, 27th year-8.75%, 30th year- 10%, 33rd year-11.25% and 36th year-12.5%. Years of service must be in the Oxnard School District.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 16, 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 _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

APPROVAL OF SEXUAL HARASSMENT – BP and AR 5145.7: Revision (Vaca)

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and regulation, as presented.

ADDITIONAL MATERIAL(S):

- BP 5145.7 Sexual Harassment (five pages)
- AR 5145.7 Sexual Harassment (eight pages)

SEXUAL HARASSMENT

The ~~Board of Trustees~~ *Governing Board* is committed to maintaining ~~an educational~~ *a safe school* environment that is free from harassment and discrimination. The Board prohibits, *at school or at school-sponsored or school-related activities*, sexual harassment ~~of students by other students, employees, or other persons, at school or at school-sponsored or school-related activities.~~ *targeted at any student by anyone.* The Board also prohibits retaliatory behavior or action against ~~persons who complain, testify, assist, or otherwise participate in district complaint processes.~~ *any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.*

The district strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the principal, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district compliance officer. Once notified, the principal or compliance officer shall take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. ~~1312.3 - Uniform Complaint Procedures~~)

(cf. ~~4119.11/4219.11/4319.11 - Sexual Harassment~~)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate ~~instruction and~~ information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex *and could involve sexual violence*
2. A clear message that students do not have to endure sexual harassment *under any circumstance*

SEXUAL HARASSMENT (continued)

3. Encouragement to report observed instances of sexual harassment, even where the *alleged* victim of the harassment has not complained
4. *A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved*
5. *A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to stop any harassment, prevent recurrence, and address any continuing effect on students*
4. 6. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. *Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues*
8. *A clear message that, when needed, the district will take interim measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment*

(cf. 5131.5—Vandalism and Graffiti)

(cf. 5137—Positive School Climate)

(cf. 5145.3—Nondiscrimination/Harassment)

(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)

Complaint Process and Disciplinary Actions

~~Any student who feels that he/she is being or has been sexually harassed by a school employee, another student, or a non-employee on school grounds or at a school-related activity (e.g., a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.~~

(cf. 1312.1—Complaints Concerning District Employees)

(cf. 5141.4—Child Abuse Prevention and Reporting)

SEXUAL HARASSMENT (continued)

~~The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.~~

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7 - Employment Status Report)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

Disciplinary Actions

~~Any student who engages in sexual harassment of anyone at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.~~

~~*(cf. 5131 - Conduct)*~~

~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~

~~*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*~~

Confidentiality and Record-Keeping

SEXUAL HARASSMENT (continued)

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)
(cf. 5125—Student Records)~~

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in ~~the~~ district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform ~~Complaint Procedures~~ complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX, discrimination

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

SEXUAL HARASSMENT (continued)

Legal Reference (continued)

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Sexual Violence, April 4, 2011

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

Policy

Adopted: November 2, 2011

Revised: May 16, 2018

OXNARD SCHOOL DISTRICT

Oxnard, California

SEXUAL HARASSMENT

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972 and California Education Code 234.1, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The coordinator/compliance officer(s) may be contacted at:

Assistant Superintendent, Human Resources and Support Services

(title or position)

1051 South A Street, Oxnard, California 93030

(address)

(805) 385.1501 extension 2050

(telephone number)

(email)

(cf. 1312.3 - Uniform Complaint Procedures)

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, ~~when made on the basis of sex and~~ under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

SEXUAL HARASSMENT (continued)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. *Sexual assault, sexual battery, or sexual coercion*
12. *Electronic communications containing comments, words, or images described above*

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

School-Level Complaint Process/Grievance Procedure

1. ~~**Notice and Receipt of Complaint:** Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to Principal. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Principal, whether or not the victim files a complaint.~~

SEXUAL HARASSMENT (continued)

- ~~In any case of sexual harassment involving the Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.~~
- ~~2. **Initiation of Investigation:** The Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.~~
- ~~— If the Principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall consider the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment in determining whether it is reasonable to pursue an investigation.~~
- ~~3. **Initial Interview with Student:** When a student or parent/guardian has complained or provided information about sexual harassment, the Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.~~
- ~~4. **Investigation Process:** The Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)~~

~~The Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The Principal may take other steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.~~

~~When necessary to carry out his/her investigation or to protect student safety, the Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth,~~

SEXUAL HARASSMENT (continued)

~~law enforcement and/or child protective services, and district legal counsel or the district's risk manager.~~

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

5. ~~**Interim Measures:** The Principal shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.~~

6. ~~**Optional Mediation:** In cases of student to student harassment, when the student who complained and the alleged harasser so agree, the Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.~~

7. ~~**Factors in Reaching a Determination:** In reaching a decision about the complaint, the Principal may take into account:~~

- a. ~~Statements made by the persons identified above~~
- b. ~~The details and consistency of each person's account~~
- c. ~~Evidence of how the complaining student reacted to the incident~~
- d. ~~Evidence of any past instances of harassment by the alleged harasser~~
- e. ~~Evidence of any past harassment complaints that were found to be untrue~~

~~To judge the severity of the harassment, the Principal may take into consideration:~~

- a. ~~How the misconduct affected one or more students' education~~
- b. ~~The type, frequency, and duration of the misconduct~~
- c. ~~The identity, age, and sex of the harasser and the student who complained, and the relationship between them~~
- d. ~~The number of persons engaged in the harassing conduct and at whom the harassment was directed~~

SEXUAL HARASSMENT (continued)

- e. ~~The size of the school, location of the incidents, and context in which they occurred~~
 - f. ~~Other incidents at the school involving different students~~
8. ~~**Written Report on Findings and Follow Up:** No more than 30 days after receiving the complaint, the Principal shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Principal shall notify the student who complained and explain the reasons for the extension.~~
- ~~The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If sexual harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or designee.~~
- ~~In addition, the Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. Principal shall also make follow up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.~~

Enforcement of District Policy

~~The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:~~

- 1. ~~Removing vulgar or offending graffiti~~
(cf. 5131.5—Vandalism and Graffiti)
- 2. ~~Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond~~
(cf. 4131—Staff Development)
(cf. 4231—Staff Development)
(cf. 4331—Staff Development)
- 3. ~~Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment~~

SEXUAL HARASSMENT (continued)

4. ~~Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to parents/guardians and the community~~

~~(cf. 4119.23/4219.23/4319.23 Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 Student Records)~~

5. ~~Taking appropriate disciplinary action~~

~~In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.~~

~~(cf. 4118 Suspension/Disciplinary Action)
(cf. 4218 Dismissal/Suspension/Disciplinary Action)
(cf. 5144.1 Suspension and Expulsion/Due Process)
(cf. 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities))~~

Reporting Process and Complaint Investigation and Resolution

Any student who believes that he/she has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to his/her teacher, the principal, or any other available school employee. Within one school day of receiving such a report, the school employee shall forward the report to the principal or the district's compliance officer identified in AR 1312.3. In addition, any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report his/her observation to the principal or a district compliance officer. The employee shall take these actions, whether or not the alleged victim files a complaint.

When a report or complaint of sexual harassment involves off-campus conduct, the principal shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If he/she determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the principal or compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with the district's uniform complaint procedures. Regardless of whether a formal complaint is filed, the principal or compliance officer shall take steps to investigate the allegations and, if sexual harassment is found, shall take prompt action to stop it, prevent recurrence, and address any continuing effects.

If a complaint of sexual harassment is initially submitted to the principal, he/she shall, within two school days, forward the report to the compliance officer to initiate investigation of the

SEXUAL HARASSMENT (continued)

complaint. The compliance officer shall contact the complainant and investigate and resolve the complaint in accordance with law and district procedures specified in AR 1312.3.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

In any case of sexual harassment involving the principal, compliance officer, or any other person to whom the incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Confidentiality

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

However, when a complainant or victim of sexual harassment notifies the district of the harassment but requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the harassment or take other necessary action. When honoring a request for confidentiality, the district will nevertheless take all reasonable steps to investigate and respond to the complaint consistent with the request.

When a complainant or victim of sexual harassment notifies the district of the harassment but requests that the district not pursue an investigation, the district will determine whether or not it can honor such a request while still providing a safe and nondiscriminatory environment for all students.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)*

Response Pending Investigation

When an incident of sexual harassment is reported, the principal or designee, in consultation with the compliance officer, shall determine whether interim measures are necessary pending the results of the investigation. The principal/designee or compliance officer shall take immediate measures necessary to stop the harassment and protect students and/or ensure their access to the educational program. To the extent possible, such interim measures shall not disadvantage the complainant or victim of the alleged harassment. Interim measures may include placing the individuals involved in separate classes or transferring a student to a class taught by a different teacher, in accordance with law and Board policy. The school should notify the individual who was harassed of his/her options to avoid contact with the

SEXUAL HARASSMENT (continued)

alleged harasser and allow the complainant to change academic and extracurricular arrangements as appropriate. The school should also ensure that the complainant is aware of the resources and assistance, such as counseling, that are available to him/her. As appropriate, such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

A copy of the district's sexual harassment policy and regulation shall be posted on district and school web sites and, when available, on district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
5. Be included in the student handbook
6. Be provided to employees and employee organizations

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 16, 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 _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

APPROVAL OF NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES – BP 0410: Revision (Vaca)

The policy has been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy, as presented.

ADDITIONAL MATERIAL(S):

- BP 0410 Nondiscrimination in District Programs and Activities (five pages)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The ~~Board of Trustees~~ *Governing Board* is committed to providing equal opportunity for all individuals in education. District programs, activities, and practices shall be free from *unlawful* discrimination, *including discrimination against an individual or group* based on race, color, ancestry, *nationality*, national origin, ethnic group identification, *age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the a* perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

~~*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*~~

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 6178 - Career Technical Education)

(cf. 6200 - Adult Education)

District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any *derogatory or discriminatory name, image, practice, or other barrier* that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, ~~including the use of facilities~~. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and ~~other~~ related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, *handbook*, application form, or other materials distributed to these groups; *and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.*

~~(cf. 1312.3 – Uniform Complaint Procedures)~~
 (cf. 1113 - District and School Web Sites)
 (cf. 1114 - District-Sponsored Social Media)
~~(cf. 4031 – Complaints Concerning Discrimination in Employment)~~
 (cf. 4112.9/4214.9/4312.9 – Employee Notifications)
 (cf. 5145.6 – Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parent/guardians can understand. In addition, when 15 percent or more of a school's students speaks a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (*ADA*) and any implementing standards and/or regulations. *When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.*

~~(cf. 6132.2 6163.2 – Animals at School)~~
 (cf. 7110 – Facilities Master Plan)
 (cf. 7111 – Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, *assistive technologies or other modifications to increase accessibility to district and school web sites*, notetakers, written materials, taped text, and Braille or large print materials. *Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.*

(cf. 6020 - Parent Involvement)
 (cf. 9320 - Meetings and Notices)
 (cf. 9322 - Agenda/Meeting Materials)

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

~~Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school sponsored function, program, or meeting.~~

~~(cf. 9320 Meetings and Notices)~~

~~(cf. 9322 Agenda/Meeting Materials)~~

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent, Human Resources and Support Services

(title or position)

1051 South A Street, Oxnard, CA 93030

(address)

(805) 385.1501 extension 2051

(telephone number)

(email)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education ~~programs receiving state financial assistance~~

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Legal Reference (continued):

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Interim Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013

Safe Schools: Strategies for Governing Board to Ensure Student Success, 2011

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January, 1999

Protecting Students from Harassment and Hate Crime, January, 1999

Nondiscrimination in Employment Practices in Education, August, 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WEB SITES

CSBA : <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Safe Schools Coalition: <http://www.casafeschoolscoalition.org>

Pacific ADA Center: <http://adapacific.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

U.S. Department of Justice, Civil Rights Division, Americans with Disability Act: <http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (continued)

Policy

adopted: October 19, 2011

revised: January 15, 2014, September 3, 2014, *May 16, 2018*

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 16, 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 _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

APPROVAL OF UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3: Revision (Vaca)

The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA).

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised policy and regulation, as presented.

- ADDITIONAL MATERIAL(S):**
- BP 1312.3 Uniform Complaint Procedures (seven pages)
 - AR 1312.3 Uniform Complaint Procedures (20 pages)

UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ~~comply~~ *ensure compliance* with applicable state and federal laws and regulations governing educational programs. ~~The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, and bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4600-4670)~~ A complaint may also be filed regarding violations of state laws or regulations related to pupil fees. *The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.*

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing ~~consolidated categorical aid programs, after school education and safety programs, tobacco use prevention education, compensatory education, Every Child Succeeds Act/No Child Left Behind, migrant education, child care and development programs, child nutrition programs, and special education programs and any other district implemented program which is listed in Education Code 64000(a).~~ *(5 CCR 4610) After School Education and Safety programs, agricultural vocational education, American Indian education centers and early childhood education program assessments, bilingual education, peer assistance and review programs for teachers, career technical and technical education and training programs, child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a).*

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5131.62 - Tobacco)

~~*(cf. 5141.4 - Child Abuse Prevention and Reporting)*~~

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

UNIFORM COMPLAINT PROCEDURES (continued)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any *student, employee, or other person participating* in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, *immigration status*, ethnic group identification, age, religion, marital ~~or parental~~ status, *pregnancy, parental status*, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610).

(cf. 0410 - Nondiscrimination in District Programs and Activities)

~~*(cf. 4030 - Nondiscrimination in Employment)*~~

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide 2reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222).

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610).

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075).

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2).

(cf. 6173.1 - Education for Foster Youth)

UNIFORM COMPLAINT PROCEDURES (continued)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a or a former juvenile court school student alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework

satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2).

(cf. 6173 - Education for Homeless Children)

(cf. 6173.3 - Education for Juvenile Court School Students)

8. ~~Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions).~~
(Education Code 51228.3)

~~*(cf. 6152 - Class Assignment)*~~

~~*(cf. 6142.7 - Physical Education and Activity)*~~

9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.
10. Any other complaint as specified in a district policy.

~~The Board prohibits any form of retaliation against any complainant in the complaint process. The Board shall ensure that complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying, will remain confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.~~

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedure, whenever all parties to a complaint agree to try to resolve the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.~~

~~In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.~~

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if he/she is different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

~~Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.~~

~~The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:~~

- ~~1. Sufficiency of textbooks or instructional materials~~
- ~~2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff~~
- ~~3. Teacher vacancies and misassignments~~

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. *Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.*

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. *Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.*

3. *Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.*

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

UNIFORM COMPLAINT PROCEDURES (continued)*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination
 222 Reasonable accommodations; lactating students
 8200-8498 Child care and development programs
 8500-8538 Adult basic education
 18100-18203 School libraries
 32280-32289 School safety plan, uniform complaint procedure
 33380-33384 California Indian Education Centers
 35186 Williams uniform complaint procedure
 44500-44508 California Peer Assistance and Review Program for Teachers
 48853-48853.5 Foster youth
 48985 Notices in language other than English
 49010-49013 Student fees
 49060-49079 Student records
 49069.5 Rights of parents
 49490-49590 Child nutrition programs
 51210 Courses of study grades 1-6
 51223 Physical education, elementary schools
 51225.1-51225.2 Foster youth and homeless children; course credits; graduation requirements
~~51228.1-51228.3 Course periods without educational content~~
 52060-52077 Local control and accountability plan, especially
 52075 Complaint for lack of compliance with local control and accountability plan requirements
 52160-52178 Bilingual education programs
~~52300-52490 Career technical education~~
~~52500-52616.24 Adult schools~~
~~52800-52870 School based coordinated programs~~
 54000-54028 Economic impact aid programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 56000-56867 Special education programs
 59000-59300 Special schools and centers
 64000-64001 consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state
 12900-12996 Fair Employment Housing Act

HEALTH AND SAFETY CODE

104420 Tobacco-Use Prevention Education

PENAL CODE

422.55 Hate crime; definition
 422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~

UNIFORM COMPLAINT PROCEDURES (continued)

6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Sections 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Family Policy Compliance Office: <http://familypolicy.ed.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

U.S. Department of Justice: <http://www.justice.gov>

Policy

Adopted: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;

January 18, 2017; May 16, 2018

OXNARD SCHOOL DISTRICT

Oxnard, California

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

- (cf. 1312.1 - Complaints Concerning District Employees)*
- (cf. 1312.2 - Complaints Concerning Instructional Materials)*
- (cf. 1312.4 - Williams Uniform Complaint Procedures)*
- (cf. 4030 - Nondiscrimination in Employment)*

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee(s) to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*

Assistant Superintendent, Human Resources and Support Services
(title or position)
1051 South A Street, Oxnard, CA 93030
(address)
(805) 385-1501 ext. 2050
(telephone number)

(email)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

UNIFORM COMPLAINT PROCEDURES (continued)

~~This document presents information about how the Oxnard School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.~~

~~Programs or activities in which the Oxnard School District receives state or federal funding are:~~

- ~~● Consolidated Categorical Aid Programs~~
- ~~● Migrant Education~~
- ~~● Child Care and Developmental Programs~~
- ~~● Child Nutrition Programs~~
- ~~● Special Education Programs~~
- ~~● Safety Planning Requirements~~

~~This document also applies to the filing of complaints which allege unlawful discrimination (such as harassment, intimidation, and bullying) or retaliation against any protected group, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any state financial assistance.~~

~~The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:~~

- ~~1. Allegations of child abuse shall be referred to County Dept. of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.~~
- ~~2. Health and safety complaints regarding a Child Development Program shall be referred to Dept. of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing exempt facilities.~~

UNIFORM COMPLAINT PROCEDURES (continued)

- ~~3. Employment discrimination complaints shall be sent to the State Dept. of Fair Employment and Housing (DFEH).~~
- ~~4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).~~

The responsibilities of the Oxnard School District

~~The Oxnard School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.~~

~~Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).~~

~~The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:~~

~~Name or title: _____ Assistant Superintendent, Human Resources and Support Services _____~~

~~Address: _____ 1051 South A Street, Oxnard, CA 93030 _____~~

~~Phone Number: _____ (805) 385-1501 ext. 2050 _____~~

~~We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.~~

~~We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.~~

~~Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.~~

~~Our UCP Annual Notice shall also advise that the U.S. Department of Education Office for Civil Rights (“OCR”) is a resource available to complainants to resolve discrimination complaints. The OCR can be contacted at:~~

~~San Francisco Office
Office for Civil Rights
U.S. Department of Education
50 Beale Street, Suite 7200
San Francisco CA 94105-1813
Telephone: 415-486-5555
FAX: 415-486-5570; TDD: 1-800-877-8339
Email: ocr-sanfrancisco@ed.gov~~

~~A copy of this UCP complaint policies and procedures document shall be available free of charge.~~

Filing a complaint with the Oxnard School District

~~Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, complaints regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.~~

~~An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying, shall be initiated by filing a complaint no later than six months from the date the alleged violation of discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation of discrimination, harassment, intimidation, and bullying.~~

~~The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by our superintendent or his or her designee for good~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.~~

~~An investigation regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, shall be initiated by filing a complaint no later than one year from the date the alleged violation occurred.~~

~~The complaint shall be filed by one who alleges that he or she has personally suffered a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying prohibited by this part.~~

~~An investigation of a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.~~

~~A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)~~

~~If we find merit in a pupil fees, LCAP, and/or a Course Period without Educational Content complaint, we shall provide a remedy. Specifically, in Course Period without Educational Content complaints, the remedy shall go to the affected pupil. In LCAP and pupil fee complaints, the remedy shall go to all affected pupils, parents and guardians, which in the case of pupil fees, also includes reasonable efforts by us to ensure full reimbursement to all affected pupils, parents and guardians subject to procedures established through regulations adopted by the state board.~~

~~For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)~~

~~Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.~~

~~The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with state and federal laws and/or regulations.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.~~

~~Refusal by the Oxnard School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

~~We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:~~

- ~~(i) the findings of fact based on the evidence gathered,~~
- ~~(ii) conclusion of law,~~
- ~~(iii) disposition of the complaint,~~
- ~~(iv) the rationale for such disposition,~~
- ~~(v) corrective actions, if any are warranted,~~
- ~~(vi) notice of the complainant's right to appeal our LEA Decision of a UCP complaint regarding all specified federal and state educational programs subject to the UCP to the District Superintendent or CDE, and~~
- ~~(vii) procedures to be followed for initiating an appeal to the District Superintendent or CDE.~~

~~Specifically, a complainant may appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the District Superintendent within 15 days of the issuance of the Decision. The complainant shall specify the reason(s) for~~

UNIFORM COMPLAINT PROCEDURES (continued)

~~appealing the Decision to the Superintendent and include a copy of the Decision. The Superintendent, or his/her designee, shall issue a final written letter of findings to the complainant regarding the disposition of the appeal and rationale for the disposition.~~

~~Additionally, any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)~~

~~The written appeal shall specify the reason(s) for appealing the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and include a copy of the Decision. (5 CCR 4632).~~

~~The California Department of Education can be contacted at:~~

Office of Equal Opportunity
California Department of Education
1430 N Street
Sacramento CA 95814
Phone: 916 445 9174
Facsimile: 916 324 9818

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

UNIFORM COMPLAINT PROCEDURES (continued)

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 1220 - Citizen Advisory Committees)
(cf. 3260 - Fees and Charges)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)*

The notice shall:

- 1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints*
- 2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable*
- 3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).*
- 4. Include statements that:*
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.*

UNIFORM COMPLAINT PROCEDURES (continued)

- b. *The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.*
- c. *A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.*
- d. *Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.*
- e. *If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.*

If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
- f. *A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.*
- g. *The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.*
- h. *A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.*

UNIFORM COMPLAINT PROCEDURES (continued)

- i. *A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into a district high school or between district high schools as applicable shall be notified of the district's responsibility to:*
 - (1) *Accept any coursework or part of the coursework that the student has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency, and to issue full or partial credit for the coursework completed*
 - (2) *Not require the student to retake any course or a portion of a course which he/she has satisfactorily completed in another public school, juvenile court school, or a nonpublic, nonsectarian school or agency*
 - (3) *If the student has completed his/her second year of high school before the transfer, provide the student information about district-adopted coursework and Board-imposed graduation requirements from which he/she may be exempted pursuant to Education Code 51225.1*
- j. *The complainant has a right to appeal the district's decision to CDE by filing a written appeal within 15 calendar days of receiving the district's decision.*

In any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the respondent also shall have the right to file an appeal with CDE in the same manner as the complainant, if he/she is dissatisfied with the district's decision.
- k. *The appeal to CDE must include a copy of the complaint filed with the district and a copy of the district's decision.*
- l. *Copies of the district's UCP are available free of charge.*

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

UNIFORM COMPLAINT PROCEDURES (continued)

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

All complainants shall be protected from retaliation.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

- 1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy*

UNIFORM COMPLAINT PROCEDURES (continued)

- (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. *Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)*
 3. *A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)*
 4. *When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.*
 5. *When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.*

Mediation

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However,

UNIFORM COMPLAINT PROCEDURES (continued)

mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint. The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

UNIFORM COMPLAINT PROCEDURES (continued)

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint.

Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

In resolving any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent also shall be sent the district's

UNIFORM COMPLAINT PROCEDURES (continued)

decision and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant and respondent. (5 CCR 4631)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint

UNIFORM COMPLAINT PROCEDURES (continued)

4. *Rationale for such disposition*

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education*
- b. The type, frequency, and duration of the misconduct*
- c. The relationship between the alleged victim(s) and offender(s)*
- d. The number of persons engaged in the conduct and at whom the conduct was directed*
- e. The size of the school, location of the incidents, and context in which they occurred*
- f. Other incidents at the school involving different individuals*

5. *Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600*

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent*
- b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.*
- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence*

UNIFORM COMPLAINT PROCEDURES (continued)

6. *Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal*

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. *He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)*
2. *The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)*
3. *Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.*

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. *Counseling*
2. *Academic support*

UNIFORM COMPLAINT PROCEDURES *(continued)*

3. *Health services*
4. *Assignment of an escort to allow the victim to move safely about campus*
5. *Information regarding available resources and how to report similar incidents or retaliation*
6. *Separation of the victim from any other individuals involved, provided the separation does not penalize the victim*
7. *Restorative justice*
8. *Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation*
9. *Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint*

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. *Transfer from a class or school as permitted by law*
2. *Parent/guardian conference*
3. *Education regarding the impact of the conduct on others*
4. *Positive behavior support*
5. *Referral to a student success team*
6. *Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law*
7. *Disciplinary action, such as suspension or expulsion, as permitted by law*

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

UNIFORM COMPLAINT PROCEDURES (continued)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person. If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision

UNIFORM COMPLAINT PROCEDURES (continued)

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

~~Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.~~

~~State and Federal Laws cited:~~

- ~~1. 34 Code of Federal Regulations [CFR] §§ 300.510-511~~
- ~~2. California Code of Regulations [CCR] Title 5 §§ 4600-4687~~
- ~~3. California Code of Regulations [CCR] Title 5 § 4610(b)~~
- ~~4. California Code of Regulations [CCR] Title 5 § 4622~~
- ~~5. California Code of Regulations [CCR] Title 5 §§ 4630-4631~~
- ~~6. California Education Code [EC] §§ 200, 220, 262.3~~
- ~~7. California Education Code [EC] § 262.3(d)~~
- ~~8. California Education Code [EC] § 35186~~
- ~~9. Government Code [GC] §§ 11135, 11138~~

Regulation
approved: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016;
January 18, 2017; *May 16, 2018*

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 5/16/18

- 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 1st Reading _____ 2nd Reading X

STUDENT ASSESSMENT – Revision to BP 6162.5 (Freeman)

Language was added and deleted to BP 6162.5 to align with the district’s goals for Student Assessment. 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 6162.5 as outlined above.

ADDITIONAL MATERIAL:

BP 6162.5 (3 pages)

STUDENT ASSESSMENT

The Board of Trustees recognizes that student assessments are an important instructional and accountability tool. ~~Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, program effectiveness and staff evaluations shall, as appropriate, be based in part on indicators of student achievement. To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments.~~

(cf. 6162.51 – State Academic Achievement Tests)

Assessment data shall be used to help determine individual students' progress, mastery of academic standards, and appropriate placement in district programs. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, and evaluate district educational programs in order to identify needed improvements.

*(cf. 0460-Local Control and Accountability Plan)
(cf. 0500 - Accountability)
(cf. 2140 – Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4315 – Evaluation/Supervision)
(cf. 5121 – Grades/Evaluation of Student Achievement)
(cf. 5123 - Promotion/Acceleration/Retention)
(cf. 6011 - Academic Standards)
(cf. 6142.7 – Physical Education and Activity)
(cf. 6190 - Evaluation of the Instructional Program)*

~~To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, or school site to allow for critical analysis of student needs.~~

*(cf. 5121 – Grades/Evaluation of Student Achievement)
(cf. 6142.7 – Physical Education and Activity)
(cf. 6162.51 – Standardized Testing and Reporting Program)
(cf. 6162.52 – High School Exit Examination)*

In selecting or developing a district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it corresponds to the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions and that test administration procedures are fair and equitable for all students.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6162.54 - Test Integrity/Test Preparation)*

STUDENT ASSESSMENT (continued)

As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

The Superintendent or designee shall provide professional development to assist teachers and paraeducators in interpreting and using assessment data to improve student performance and the instructional program.

(cf. 4131 - Staff Development)

(cf. 4331 – Staff Development)

(cf. ~~4222 – Teacher Aides/Paraeducators~~)

When districtwide and school-level results of student assessments are published by the state, the Superintendent or designee may provide supplementary information to assist parents/guardians and the local community in ~~interpreting test results and evaluating school performance.~~ *understanding test results.*

(cf. 0510 - School Accountability Report Card)

Interim and Formative Assessments

State interim and formative assessments may be used in combination with other sources of information to gain timely feedback about student progress in an effort to continually adjust instruction to improve learning. Results from interim and formative assessments shall not be used for any high-stakes purpose, including, but not limited to, teacher or other school staff evaluation, accountability, student grade promotion or retention, course or class placement, identification for gifted or talented education, reclassification of English Learners, or identification as an individual with exceptional needs. (Education Code 60642.6, 60642.7)

(cf. 5123 – Promotion/Acceleration/Retention)

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

(cf. 6172 – Gifted and Talented Student Program)

(cf. 6174 – Education for English Learners)

The Superintendent or designee shall ensure that teachers who administer interim and formative assessments have access to all functions and information designed for teacher use related to such assessments and student performance on the assessments. (Education Code 60642.6)

Legal Reference:

EDUCATION CODE

313 Assessment of English language development

10600-10610 California Education Information System

44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)

51041 Evaluation of educational program

~~51450-51455 Golden State Seal Merit Diploma~~

60600-60649 Assessment of academic achievement, especially:

STUDENT ASSESSMENT (continued)

60640-60649 *Standardized Testing and Reporting Program*
60800 *Physical fitness testing*
60810-60812 *Assessment of English language development*
~~60850-60859 *High school exit examination*~~
60900 *California Longitudinal Pupil Achievement Data System*
CODE OF REGULATIONS, TITLE 5
850-870 *Standardized Testing and Reporting program*
~~1200-1225 *High School Exit Examination*~~
UNITED STATES CODE, TITLE 20
9622 *National Assessment of Educational Progress*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Key Elements of Testing, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Teachers' Use of Student Data Systems to Improve Instruction, 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Educational Testing Service: <http://www.ets.org>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: November 16, 2011
Revised: May 16, 2018

OXNARD SCHOOL DISTRICT
Oxnard, California



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.”